

UNIVERSITY OF KWAZULU-NATAL

**Factors influencing Labour unrest: A case of construction employees residing in Quarry
Road West informal settlement**

By

**Kusangiphila Kenson Sishi
(210534779)**

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**School of Management, Information Technology and Governance
College of Law and Management Studies**

Supervisor: Dr K. Archary

Co-supervisor: Prof S. Brijball Parumasur

Date submitted: 25 October 2016

DECLARATION

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DEDICATION

This dissertation is dedicated to:

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LIST OF ABBREVIATIONS

BCEA:	Basic Conditions of Employment Act 75 of 1997
CCMA:	Commission for Conciliation, Mediation and Arbitration
CA:	Collective Agreement
CB:	Collective Bargaining
Con-arb:	Conciliation Arbitration
COSATU:	Congress of South African Trade Unions
EEA:	Employment Equity Act
EPWP:	Expanded Public Works Programme
ICA:	Industrial Conciliation Act of 1924
ICWU:	Industrial and Commercial Workers' Union
IS:	Informal Settlements
ILO:	International Labour Organisation
LC:	Labour Court
LRA:	Labour Relations Act 66 of 1995
LU:	Labour Unrest
NUAA:	Natives Urban Areas Act
QRW:	Quarry Road West
QRWIS:	Quarry Road West Informal Settlement
SALL:	South African Labour Law
SANRAL:	South African National Roads Agency Limited
URICS:	Umgeni Road Interchange Construction Site

ABSTRACT

The study explored the factors that influenced labour unrest at the Umgeni Road Interchange Construction Site (URICS) whilst focusing on the dimensions of employee benefits, collective bargaining and communication. It is advocated that a lack of employee benefits, collective bargaining and communication has the potential to lead to labour unrest. Hence, these factors were explored.

The research was conducted at the Quarry Road West Informal settlement (QRWIS) as most of the construction employees who worked at the Umgeni Road Interchange Construction Site, reside at this informal settlement. The study used an exploratory and descriptive research design underpinned by a quantitative research methodology. Cluster sampling was used to extract the respondents for the study. The study comprised of a sample of 50 construction employees from the Quarry Road West Informal Settlement. Questionnaires were used as the main data collection method whose psychometric property of validity was ensured using face and content validity, and pilot testing. Data was analysed using both descriptive and inferential statistics and presented using tabular and graphical representations.

The study found significant correlations and relationships between collective bargaining, communication, employee benefits and labour unrest. The results also show that, labour unrest is influenced by these factors (collective bargaining, communication and employee benefits). The study contributes to the better understanding of these factors influencing labour unrests and the negative effects these factors may have on the organisation if they are not dealt with accordingly. Recommendations based on the results of the study are graphically presented, which when effectively implemented has the potential to reduce labour unrest in the future.

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CHAPTER ONE

INTRODUCTION AND OVERVIEW OF THE STUDY

1.1 Introduction

This study investigated the extent to which the lack of employee benefits, collective bargaining and communication impacts on labour unrests. This chapter will specifically present the background to the study, the significance of the study, the problem statement, the purpose of research, the objectives, the research questions underpinning the study and briefly, the methodology that guided the study. All concepts underpinning the study are defined and the limitations are outlined.

1.2 Background to the study

Many organisations are affected by labour unrest which is perceived as a contagious disease that has a negative effect on the economy of South Africa (Collins, Ewing, & McColgan, 2012). However, in most instances, labour unrest is caused by the fact that employers increase profits at the expense of their employees with insufficient resources. Furthermore, employees are expected to work hard so that they increase production and development in their organisations (Deakin & Morris, 2012). Labour unrests also occur because of the failure of collective bargaining, the lack of effective communication and insufficient employee benefits (Grogan, 2014). These are some of the factors that influence labour unrest in organisations. The increased amounts of labour unrest could be associated with the fact that, there are poor employer-employee relationships which affect communication and collective bargaining between employers and employees (Deegan, 2014). “Various types of labour unrest are directed towards the employer so that they comply with the demands raised by the employees” (Burchill, 2014, p. 111).

The political agendas that arise in the employment relationships also influence labour unrest. However, authors concur that, labour unrest consists of workplace violence, as a result labour unrest and workplace violence cannot be studied in separation. Hence, organisations are still looking for ways in which labour unrest can be minimised. Within the context of the South African workplace, it is accepted that labour unrests are a reality in the organisations causing negative effects. A typical example is that of construction employees who have experienced

labour unrest during their course of employment. The relationship between labour unrest and the factors influencing labour unrest (the lack of collective bargaining, communication and employee benefits) are closely examined in this study. The targeted population are the employees who reside at the Quarry Road West Informal Settlement (QRWIS). The researcher focuses on the construction industry by considering the Umgeni Road Interchange Construction Site (URICS), where the Expanded Public Works Programme (EPWP) was introduced. “The EPWP was introduced to create temporary employment to unemployed South African youth” (Twala, 2012, p. 89).

The lack of collective bargaining, communication and employee benefits are some of the factors influencing labour unrest that this research focused on. Harmonious employment relationships can be achieved through the fulfilment of the abovementioned factors. Communication and collective bargaining are seen as closely interrelated to one another because parties in the employment relationship cannot negotiate through collective bargaining if there is poor communication between them (Valticos, 2013). Collective bargaining and communication are the key foundations upon which employment relationships are built. Collective bargaining and communication assist employers and employees to resolve disputes that may arise between them. Collective bargaining is emphasised in Section 23 (1) of the South African Constitution, that employers and employees in the employment relationship need to agree on terms and conditions of employment through collective bargaining. Employment relationships are about interactions between the parties (employers, employees and the State) who must take one another into consideration. Employee benefits directly influence labour unrests that occur in organisations. Employee benefits are regulated by the Basic Conditions of Employment Act (BCEA) 75 of 1997. Employers are entitled to remunerate their employees as long as they perform the duties which they are allocated to perform.

1.2.1 Informal settlements

The majority of people come from rural areas to urban cities to seek employment opportunities (Huchzermeyer, 2009). These people build informal settlements closer to their place of employment to reduce travelling expenses. However, the majority of these settlements are built on locations of high-risk such as flood lines, closer to dumping sites and which affect the health of people (Gibbs, Sikweyiya, & Jewkes, 2014). The Housing Department is still on the process of executing the Slums Clearance Programme. As a result

of laws passed during apartheid period, black communities have the same socio-economic challenges which resulted from the injustices caused by apartheid (Sverdlik, 2011). For most black people, opportunities to proper employment and proper housing with electricity, running water and quality health care still remains a dream. “There are about 550 informal settlements in eThekweni Metropolitan Area (EMA), exclusive of rural communities” (Kalandides, Kavartzis, Hernandez, & Lopez, 2011, p. 93). The EThekweni Municipality has outlined a programme called Slums Clearance Programme in dealing with informal settlements that are built on locations of high-risk (De Risi et al., 2013). This programme addresses the needs of other people who are located closer to such areas. The Slums Clearance programme focuses on providing one house on a plot. Informal settlements are defined as “unplanned and largely un-serviced areas, with a population of over 5000 people” (Owen & Wong, 2013, p. 11). For the purposes of this study, informal settlements are explained as locations where people occupied land and put up informal structures for residence intentions, with no proper division of land, structures that are poorly arranged with no proper roads, and insufficient services such as water and sanitation (Owen & Wong, 2013).

1.2.1.1 Slums

According to Chikoto (2010), slums are the worst type of informal settlements where shacks are built in areas that cannot be developed and are closer to flood lines. Shacks built on these areas cannot be developed, and individuals cannot claim the land (Pharoah, 2012).

1.2.1.2 Housing

Housing is a residential structure that is permanent, with adequate security and adequate protection against elements that might be destructive, adequate sanitary facilities with secure tenure and adequate electricity supply (Kalandides et al., 2011).

1.2.1.3 In-situ upgrading

This is the process of developing informal settlements using available materials and providing basic services such as potable water, sanitation, drainage, schools and clinics (Huchzermeyer, 2009). The terms ‘slums’ and ‘informal settlements’ are used interchangeably, but there are visible differences between them including social, cultural and economic variances (De Risi et al., 2013). Slums or informal settlements have road networks that are not planned. However, houses in these locations are basic types of shelter that were

historically outlawed because they do not comply with building regulations or urban planning. Non-compliance is caused by the fact that the houses are not adequately planned, not directed and are built by people who are not adequately trained (De Risi et al., 2013). Frequently, squatter settlements are made of wood, tin, cardboard and paper. The emergence of informal settlements is related to increasing rates of urbanisation and immigration from rural areas to urban areas. The term urbanisation according to Owen and Wong (2013) could be understood and used in two different but interrelated ways. Firstly, urbanisation can be behavioural in a sense. This means that it is the social actual transition of people from rural to urban areas. This transition could involve people changing their lifestyle and it forces people to dispense with their traditional lifestyles including farming, families, fetching wood/water and adopting a new urban lifestyle (Bellows, Kyobutungi, Mutua, Warren, & Ezeh, 2012).

People vacate to urban areas for various reasons including engaging in waged labour (Bellows et al., 2012). Urbanisation could be easily understood using the push-pull model, neo-classical theory, and post structural theories (Huchzermeyer, 2009). The push-pull model states that there are many factors that push and pull people to leave their place of origin, one being to seek employment in urban areas. Factors which are considered push factors include lack of proper employment opportunities, education opportunities, and starvation. It is clear that, moving from rural to urban areas is always related to improving the quality of life of people through getting satisfying jobs, accessing basic services such as health care and education, which are the things people consider when moving from rural to urban areas. Sadly, most people who arrive in the cities do not meet their goals or live the life as planned and as a result, end up living in informal settlements with conditions that are poorer than those in rural areas (Marais & Ntema, 2013).

1.2.2 Prevalence of informal settlements: International and domestic contexts

The issue of informal settlements needs to be looked at closely because it dominates the majority of development agendas. The issue of informal settlements according to Posel and Marx (2013), is still a worldwide phenomenon and in developing countries it is the dominant housing delivery process and the most common component for urban households. The rapid growth of informal settlements is a result of insufficient industrial and commercial development (Musungu, Motala, & Smit, 2014). Almost all big cities globally have informal settlements nearby. In some instances, when there is growth in cities whether industrially or

commercially, people from rural areas and nearby places migrate to urban areas in search of jobs and better access to living conditions. These people are absorbed by the cities as cheap labour to a certain extent but cities were actually not meant for them, as the living conditions might be expensive (Owen & Wong, 2013).

According to Chikoto (2010), the eight hours of work provided by the labourer becomes useful for the growth of the economy and development, but the needs of public transport, shelter, food, and other basic needs of the remaining 16 hours become the city's challenges. The labourers are left with no choice but to develop their own informal settlements on any space that they think is vacant closer to their place of employment (Posel & Marx, 2013). Such locations often are very unhygienic, not fit for human to settle, become too congested and away from light and hygienic air. Quarry Road West informal settlement (QRWIS) is one example of the above statement.

1.2.3 The nature and causes of informal settlements in South Africa

During the past years, informal settlements were restricted to shacks in the backyard mostly in the townships, but presently have developed in open spaces, inside the cities or adjacent to cities (Posel & Marx, 2013). According to Un-Habitat (2013), the rapid growth of backyard dwellings was the direct result of population growth and insufficient accommodation for the working class. Backyards tenants, who are tired of renting, move out to build their own shacks closer to the place of employment. Argued that the process of housing does not require too formalised skills or qualifications, the construction industry is much cheaper and does not require intense skill (Marais & Ntema, 2013). Therefore, the completion of housing should not take too long; however, many people are still in need for housing in order to get rid of informal settlements. Another factor that contributed to homelessness was that the black municipalities that took over the townships could not provide housing due to financial constraints (Gibbs, Jewkes, Sikweyiya, & Willan, 2015). The abolition of land control laws in 1986 contributed to the migration of people into urban areas and this made it easy for people who have always wanted to migrate to urban areas to do so. The Chiefs in rural areas introduced levies and taxes, and are not happy about homeland independence. The people began to migrate to urban areas, and the consequence of this was the increase in informal settlements (Marais & Ntema, 2013).

1.2.3.1 Urbanisation in South African cities

When tracing back to the history of South Africa, black people resided in rural areas. However, for the first time in the South African history, the number of black people residing in the cities has increased. The urban population is rapidly increasing at about 58% per annum, and many residents in informal settlements still live in the conditions that are insecure and impoverished (Posel & Marx, 2013). Thus, the government is not able to satisfactorily address the increasing demands of urbanisation. Gibbs et al. (2015) augments that the basic services like proper water sanitation and education are still in a miserable condition in informal settlements. People migrate from rural to urban areas because they seek better socio-economic conditions in order to improve their standard of living. Improved access to socio economic conditions in the urban areas is the main reason for the existence and developments of informal settlements (Musungu et al., 2014). The migrants do not easily succeed in the townships because they do not have the necessary skills, education, and houses that are in good conditions. The truth is that migrants often dwell in urban communities that are economically, socially and politically marginalised, that is, informal settlements. Informal settlements are exposed to environmental conditions such as change in climate, floods and eruption of fires (Pharoah, 2012).

1.2.4 Current state of informal settlements in South Africa

The major cities of South Africa are characterised by the informal settlements and informal settlements still remain horrors in the big cities (Hunter & Posel, 2012). Informal settlements are built despite conforming to the legal procedures of housing Act in South Africa and these settlements are often constructed on the ends/edges of major cities where the land is deserted and cheap (Marais & Ntema, 2013). These dwellings do not have quality infrastructures, like proper water supply, electricity and proper roads and diseases easily and rapidly spread amongst the people dwelling in these settlements. People prefer to live in low-to-zero areas with no services but with productive employment opportunities because what counts most are the employment opportunities available to people residing on low to zero settlements. According to Zezza and Tasciotti (2010), poverty in these dwellings is much more than unemployment or insufficient income. Poverty is also characterised by health and nutrition rates, poor educational systems and drop-outs, and high levels of stress amongst residents.

The present state of informal settlements in South Africa is often explained by land costs good enough for accommodating the poor (Zezza & Tasciotti, 2010). As a result, the

shortage of satisfying land forces people to build houses for themselves causing the increase in informal settlements. However, informal settlements play a significant economic role in the organisations of South Africa. The residents in informal settlements act as a labour pool that draws the economic development of the city and the country at large. The wealth of the country and cities depends heavily on the residents in informal settlements who provide cheap labour.

The failure to afford transport causes beneficiaries or employees to make their own temporary shacks closer to the place of employment. The quality of these shacks is terrible as they fail to cope with normal weather conditions and develop severe cracks (Hunter & Posel, 2012).

1.2.5 The housing policies in South Africa

This paragraph analyses the legislation that affected housing and played a part in the removal of black people in post-apartheid South Africa, not forgetting the removal of informal settlements through the process of relocation.

1.2.5.1 The South African Constitution on informal settlements

Over the past years, South Africa has had about 5 constitutions. Despite the Constitution of 1996, other constitutions conferred rights only to the White minority, denying blacks access to the rights concerning housing. The South African Constitution is read in accordance with the Bill of Rights, which is Chapter 2 of the constitution. It is also to be considered noteworthy that the Bill of Rights is the significant foundation of democracy in South Africa that assures the protection, respect, promotion of South Africans and their rights (Marais & Ntema, 2013). Any other law that does not comply with the constitution is considered null and void (Sverdlik, 2011). All popular rights known to the world are included in the Bill of Rights of South Africa. According to Hunter and Posel (2012), the Bill of Rights ensures the access to housing, right to live in the environment that is not harmful, accessing social security, health rights of property and education. The Bill of Rights focuses on accessing vital basic services including housing, food, shelter, and water, which are extremely needed by the urban poor communities (Huchzermeyer, 2009).

The basic human rights are conferred by the Constitution in Section 26. These basic needs include to protect, promote, fulfil and to respect the right to housing granted to the urban poor communities. Section 23 states that (1) Everyone has the right to have access to adequate housing, (2) The State must take reasonable legislative and other measures, within its available resources, to achieve the progressive realisation of this right, and (3) No one may be evicted from their home, or have their home demolished, without an order of court considering all of the relevant circumstances (Bradlow, Bolnick, & Shearing, 2011). The right to reside in suitable, good conditions free of harm to the health and well-being of citizens is confirmed in Section 24 (a) (b). The living conditions have to be protected so that the current and future generations benefit, and via the application of laws to deter pollution, and the degradation of the environment, supports conservation, and the sustainability of the environment. However, Gibbs et al. (2015) noted that, the State has the duty of protecting the surroundings in which people live which include water, the land, plants, life of animals, physical and cultural properties. National, provincial and local government are all governed and controlled by the Constitution and its provisions are compulsory on these spheres. It is also noted and realised that, the right to housing is equivalent to the right to land (Bradlow et al., 2011).

1.2.5.2 The South African Housing Act 107 of 1997

South Africa's housing policy arose from an unusual process. "From 1992 until the election in 1994 a multi-party negotiating body, the National Housing Forum, made up of representatives from mass political groups, the business community, the building industry, the financial institutions, the unions, the civics and development organisations, thrashed out a consensus-based housing policy as a response to the government's racially based policy" (Rydin et al., 2012, p. 78). The accord of 1994 encouraged the South African government to offer necessary support in order to rapidly deliver housing to the poor urban communities (Marais & Ntema, 2013). The critical aim of the government is to create a conducive, enabling environment in the low-income as compared to the high income areas (Rydin et al., 2012). The Housing Act contributes positively to the obligations of the State as explained and provided for in the Constitution of 1996. Sections 2, 3, and 4 of the Constitution stipulates the roles and duties of the national, provincial and local governments, focusing more on the needs of the poorer communities concerning the issue of housing development. The Act focuses on the National government to make the policies of housing and to monitor the implementation, and maintenance of a national housing data bank (Owen & Wong, 2013).

Section 2 (iii) of the Act demands the creation and preservation of feasible communities with safe, healthy conditions in order to make sure that informal settlements and unhealthy conditions are eradicated (Chikoto, 2010). Section 8 of the Act compels the provincial governments to allocate housing subsidies to municipalities (De Risi et al., 2013). South Africa has not taken sufficient steps to diminish informal settlements. These actions include methods that are direct and indirect (Musungu et al., 2014). Direct methods include applying legal policies on removing informal settlements in South Africa. These activities include forced evictions, eliminations and preventing other informal settlements from emerging, even if it means these settlements emerge due to the serious demands of housing. Indirect actions include constructive methods aimed at improving living situations in the informal settlements despite interrupting the lives of residents. Section 2 (1) of the Housing Act have utilised indirect action concerning diminishing informal settlements in South Africa. Above that, there are no suggestions supported in the Housing Act that arose during apartheid concerning eradication, evictions, and demolitions of informal settlements as stipulated in direct measures regarding the removal of informal settlements (Musungu et al., 2014).

1.2.6 Expanded Public Works Programme (EPWP)

The poverty and unemployment in South Africa has risen intrinsically in the past years. In 2004, Expanded Public Works Programme was introduced as components for creating employment opportunities and lessening poverty in the South African unemployed youth (Lal, Miller, Lieuw-Kie-Song, & Kostzer, 2010). The main intention of the programme was to alleviate poverty through creating employment opportunities for almost one million people from 2004–2009 (Twala, 2012). The EPWP focuses mainly on skills development and training of young people. The Programme alleviates poverty through creating employment opportunities in four sectors, namely, infrastructure, environment, social and economic. Special Public Works Programme actually means a programme that provides public assets through short term, non-permanent, labour intensive programme that was initiated and funded by the government and other public resources (Akintola, 2015).

Across the sectors, the EPWP has the following common characteristics:

- Employees are employed usually on a temporary basis (either employed by government, by contractors, or non-governmental organisations), under the conditions of employment stipulated by the Code of Good Practice.

- The programme provides employees with work experience and training. The programme assists people who are unemployed to obtain skills programmes.
- The public sector uses its goods and services in the creation of additional employment opportunities for the unskilled and the unemployed (Thwala, 2011).
- Exit strategies are identified and developed by the public sector for employees when they decide to exit the programme (Subbarao, Del Ninno, Andrews, & Rodríguez-Alas, 2012).

The EPWP ensures that employees are given an allowance, either weekly or monthly for any work done as part of the EPWP (Akintola, 2015). The EPWP focuses on enhancing its participants with opportunities of starting their own businesses after the programme has lapsed. The aim of the EPWP was to lessen poverty through creating employment opportunities for one million people in South Africa (at least 40% women, 30% youth and 2% disabled, by 2009) (Philip, 2013). The goal was to be achieved by the Government through creating temporary employment opportunities of at least one million people. Much emphasis was to be placed upon the term 'temporary'. Employees are allowed longer duration of gaining in-depth training and skills. The prescribed period of two years of employment is considered beneficial to employees and their families. The government improves public works through assisting participants gain local employment opportunities, further education and training, and small, medium and micro enterprise (SMME) development (Lal et al., 2010). This is achieved through creating employment opportunities in four different ways:

- Improving the labour intensity of government-funded infrastructure projects.
- The creation of employment opportunities in social environmental programmes (employment opportunities in water industry).
- The creation of employment opportunities in social programmes socially (community care employees).
- Providing work experience through utilising government expenditure on goods and services (Subbarao et al., 2012).

Public Works Programmes (PWP) does not actually solve the issue of unemployment in South Africa but they provide short to medium employment aimed at alleviating the poverty related to unemployment with emphasis on unemployed, unskilled but able-bodied (Antonopoulos & Kim, 2011). Public Works Programmes could be viewed as social grants, and although some people may deserve to be employed, they cannot because of insufficient

funding, hence the Public Works Programme does not entirely solve the issue of unemployment in South Africa (Twala, 2012).

1.2.6.1 Programme funding

The EPWP has no special budget assigned specifically for its projects; however, the programme is funded by allocating funds from the budgets of provinces, municipalities and other departments (McCutcheon & Taylor Parkins, 2012).

1.2.6.2 Legal framework

Sections 152 (1) and (2) of the Constitution sets out a broad framework for the functions of the local government in accordance with this framework and the objectives of local government are to:

- Provide local municipalities with democratic and accountable government.
- Ensure the sustainable manner of services mainly for the benefit of present and future generations.
- Promote economic and social development.
- Promote a healthy and safe environment.
- In the local government, communities must be encouraged to participate in community based activities.
- A municipality must strive to achieve all the above-mentioned objectives, within its financial and administrative capacity (De Risi et al., 2013).

1.2.6.3 Arrangements coordination

In each sectors, the EPWP is guided by the department of sector coordinating (Thwala, 2011). Public Works Department coordinates the whole EPWP department and the sector department that coordinates the sector of infrastructure. The Coordinating Committees of Environmental, Social and Infrastructure have monthly meetings and all the provinces plan their own EPWP provincial committees (Meth, 2011). The Department of Public Works (DPW) is accountable for the monitoring processes, reports on the cabinet about the progress of the department, promotes connections in between the sectors (for example, through learning new networks), avail support programmes, evaluation, strategies of exit, and training (Unit, 2016). The EPWP employment opportunities consist of training in the social sector whereby employees undergo formal training and are granted practical work at the same time. Once employees have completed their training, they get formal qualifications, thereby

allowing them to get formal employment once they exit the EPWP. Planning for growth is always a priority in the sectors to generate formal opportunities of employment (Subbarao et al., 2012).

The conditions of EPWP were placed under the Provincial Infrastructure Grant (PIG) and the Municipal Infrastructure Grant (MIG) through the Division of Revenue Act of 2004 (Lal et al., 2010).

1.2.7 Umgeni Road Interchange Construction Site (URICS)

Umgeni Road Interchange Construction Site (URICS) is a by-product of the EPWP (Frankton, 2015). Local employees were employed to build a bridge of R352- million. The company that was responsible for the bridge construction was appointed by the South African National Roads Agency Limited (SANRAL) in 2009 to complete the design of the project. The eThekweni Municipality was also responsible for the bridge construction. The construction formally began in 2011 after the design was successfully completed, and completed towards the end of 2014. Minimising traffic disturbance during the bridge construction was a significant aspect during the construction period. Over 150 people from Durban and surrounding areas were provided with employment opportunities but those employed to work on the project have not been grateful for the work. Ever since the beginning of the project, delays that were related to labour disputes hindered the continuation of the project (Pillay, 2015).

The project was under threat because residents of the informal settlements allegedly attacked employees (Du Plessis, 2015). The contractor, Rumdel Cape/EXR Holdings said the site with the security of R1m every month is managed like a military outpost behind enemy lines. Actually, the contractor was seeking an order that the securities should be paid by SANRAL as the violent events constituted forces that were beyond their control. SANRAL decided that the unskilled labour should be drawn from the two wards equally. Legal strikes took place and even when employees came to work, they were not productive (IOL, 2015). The contractor Rumdel accepted the issue because community members were always ready to obstruct the project until they got what they wanted. Again after that, there were other various work stoppages for different reasons that were illegal, all marked by intimidation, and the vandalisation of property. The employees did all in their power to secure their jobs and were even willing to die for their jobs and there was no army or police who could stop them.

Acts of violence continued to hinder the continuation of the project. Some employees were injured and others were able to escape after they were dragged into the bush by a very angry armed mob. One security guard was stabbed during the unrest (Pillay, 2015).

The motorists who use the intersection on a daily basis were frustrated by the protest at the URICS. Hundreds of employees put down their tools because they demanded bonuses for the work they have been doing on the Site (IOL, 2015). It was reported by SANRAL that the union of employees and the construction company had reached deadlock in the CCMA. Employees continued to cause chaos, burn tyres, threw stones at the passing motorists, and remained on the road to disturb the passing vehicles. In 2013, two employee strikes took place, one happened in June and the other happened in September, the month which was set for project completion. The strike that occurred in June took more than a month; employees from the Rundel Company obstructed all the busy intersections, burnt tyres and fought with security guards (Du Plessis, 2015).

1.2.8 SANRAL's Umgeni interchange project assists in easing congestion along the N2 highway

The project accommodates approximately 14 000 vehicles per hour in the morning peak hour and 16 000 vehicles per hour in the afternoon. Hatch Goba company was appointed by the South African Roads Agency in 2009 to finish the design of the project and documentation interchange for the upgrade (Frankton, 2015). Various factors had to be considered due to the nature of the project, and the designs changed dramatically. Construction formally began in March 2011, after the detailed design was successfully completed and was supposed to be completed towards the end of 2014 or early 2015. The leader of the project indicated that, minimising traffic disruption during the phase of construction was one of the most significant aspects that had to be taken into consideration (Du Plessis, 2015).

The N2 and M19 are the major routes for vehicles; however, motor vehicles were continually disturbed along these routes. This challenge had to be overcome by constructing two ramps through the method known as incremental launch. This ensured that construction can continue across the road without interfering with the traffic. However, the Umgeni road is considered the urban development and a major transport hub for many decades. The highly experienced staff, with an in-depth expertise of the Hatch Goba project management resulted in the successful completion of the Umgeni interchange project given the timeline and the

budget that was allocated to the project (Frankton, 2015). The Umgeni project was one of the biggest projects that occurred in South Africa, and assisted in bringing the ease in traffic services throughout the Durban area (Pillay, 2015). The Labour Court granted the interdict but it had very little effect. The losses except work stoppages and strikes were reported to be at R113m. The project would have been completed in about nine months, had no delays took place and if the situation was kept normal.

1.3 Problem statement

Recent articles indicated that the government introduced the Expanded Public Works Programme (EPWP) which afforded temporary employment to South African youth. As part of the EPWP, the South African National Roads Agency Limited (SANRAL) provided temporary employment to South African youth. The development of EPWP has contributed to labour unrest in the public sector due to the lack of employee benefits, poor communication and poor collective bargaining between employers and employees. This research is conducted to explore the extent to which the lack of employee benefits, collective bargaining and communication influences labour unrest in the construction industry where temporary employment is offered. Hence, the problem statement is: To what extent does the lack of employee benefits, collective bargaining and communication influence labour unrest in the construction industry where temporary employment is offered?

1.4 Motivation of the study

According to the researcher's knowledge, this is the first study that closely explored the extent to which the lack of employee benefits, communication and collective bargaining influence labour unrest in temporary employment situations within the construction industry. The factors that influence labour unrest and how these factors impact on employment relationships in temporal employment construction industries were studied. Construction industries need to at least secure industrial peace in order to ensure that they attract and retain investments. Violent strikes in South Africa have impacted negatively on the ability of investors investing on South African organisations. This research is conducted in order to contribute to the better understanding of the core factors that influence labour unrest and also their effects on the South African economy. The research was conducted to understand the perceptions of informal settlement workers regarding labour unrest.

1.5 The aim of the study

The aim of the study in this research is to explore the factors that influence labour unrests at the Umgeni Road Interchange Construction Site (URICS) and how these factors interrelate with each other.

1.6 Objectives of the study

The study aims:

- To determine the influence of employee benefits or the lack thereof on labour unrest.
- To establish the extent to which the lack of collective bargaining influences labour unrest.
- To determine the extent to which the lack of proper communication influences labour unrest.
- To determine the extent to which the lack of employee benefits, collective bargaining and communication influences labour unrest and to indicate their interrelatedness.
- To assess the extent to which the construction employees varying in biographical profiles (age, gender, marital status, level of education, job category, number of dependents) differ in the perceptions of the factors (employee benefits, collective bargaining, communication) influencing labour unrest respectively.

1.7 Research questions

The research questions include:

- How does the lack of employee benefits influence the labour unrest of construction employees?
- To what extent does the lack of collective bargaining influence labour unrest?
- How does the lack of communication influence labour unrest?
- How do the lack of employee benefits, collective bargaining and communication influence labour unrest and how are they related to each other?
- Do the employees varying in biographical profiles differ in the perceptions of the factors (employee benefits, collective bargaining, communication) influencing labour unrest respectively?

1.8 Limitations of the study

This study was conducted at the Quarry Road West Informal Settlement only, whereas some construction employees who worked at the Site do not reside at this informal settlement. The

study was limited to one informal settlement, that is, Quarry Road West Informal Settlement. The researcher could have discovered different results had other informal settlements been included. Also, the study was only directed at construction employees who worked at the construction site without including the management staff and trade union representatives. It must be noted that taking cognisance of the language and educational level of the respondents, the questionnaires were translated into isiZulu.

A sample size of 50 respondents was used which was appropriate for the target population. However, had other informal settlements being included, a larger sample could have generated more generalisable results.

The researcher only used quantitative research which can restrict the reporting of results. Furthermore, there is a lack of previous research studies conducted on the factors that impact on labour unrest in temporary employment in the construction industry. However, exploratory and descriptive research designs can be used in the future to help to overcome this limitation.

1.9 Structure of the study

The dissertation comprises of 7 Chapters. Chapter 1 introduces the study, the overview of the study, a motivation for the study, aims of the study, research objectives, research questions, the limitations of the study, informal settlements, Umgeni Road Interchange Construction site and the Expanded Public works programme (EPWP).

Chapter 2 consists of a literature review on labour unrest (dependent variable) and focusses on its definitions, the historical background of labour unrest, the impact of labour unrest on the employment relationships, notices before the commencement of labour unrest, secondary strikes and protest action.

Chapter 3 comprises of a literature review on collective bargaining, communication and employee benefits as these factors, when lacking, have the potential to influence labour unrest and are the independent variables of the study. The study focuses on the definitions, historical background of collective bargaining, the duty to bargain collectively, employee

benefits, communication, and the Commission for Conciliation Mediation and Arbitration (CCMA).

Chapter 4 incorporates the research methodology of this research. The researcher outlines specifically the methodology to be followed when conducting the research and includes the sampling technique and sample size, description of the sample, method of data collection, questionnaires, pilot testing, psychometric properties of the questionnaire and the techniques of data analysis.

Chapter 5 presents the results obtained using descriptive and inferential statistics. The results are tabulated and graphically represented and narratively reported.

Chapter 6 discusses the results whilst comparing and contrasting the findings with that of other researchers in the field.

Chapter 7 concludes the research and provides recommendations and conclusion. Graphical representations are created to vividly reflect the recommendations which when considered have the potential to reduce labour unrest in the future.

1.10 Conclusion

This chapter highlighted the core areas of this research project, which are the background to the study, problem statement, motivation for this study, objectives of this study, research questions, summary outline per chapter and the limitations of the study. The next chapter incorporates labour unrest as the dependent variable and primary focus of this research.

CHAPTER TWO

LABOUR UNREST

2.1 Introduction

This chapter deals with labour unrest in South Africa and provides an overview of labour unrest, the historical background of labour unrest, the employee's right to strike and collective bargaining, prior notice before the commencement of labour unrest, protest action, secondary strikes and lock-outs. These factors will be discussed in relation to the Labour Relations Act (LRA) 66 of 1995 and the Basic Conditions of Employment Act (BCEA) 75 of 1997. The impact of the South African Labour Law (SALL) in relation to labour unrest will be discussed in the chapter. Primary strikes, secondary strikes, protest action, lock-out and effective measures on how to minimise the negative effects of labour unrest, especially on the South African economy will be addressed. Lastly, the chapter discusses the comparison between the South African Labour Law and International Labour Organisation (ILO) standards with regard to labour unrest. One of the significant aims of issuing prior notice before the commencement of strikes is to make sure that strikes comply with the requirements of the LRA 66 of 1995. However, the decrease in labour unrest can strengthen the financial matters of the organisation because organisations suffer financial loss during labour unrest.

2.2 An overview of labour unrest in South Africa

“Labour unrest is widely understood as a result of failure of effective collective bargaining between employers and employee representatives” (Russell, 2013, p. 45). Labour unrest can take various types, namely, strikes, lockout, picketing, protest action and boycott (Grogan, 2014). However, strikes themselves can also take various forms, which include go-slows, secondary strikes, sympathy strikes, rotating strikes and overtime ban. Different countries have their own statutory laws which grant them the right to strike (Grušić, 2013). In some countries this right is conferred by their Constitutions. Statutory laws of different countries give employers the right to lockout, even though there are few countries providing this right as compared to the right to strike. In such countries where the right to strike is conferred, it is acknowledged that this right may be done in accordance with the statutory laws and must align with the requirements of the statutory laws. The main procedure is that notice must be

given prior to the commencement of strike or lockout and in some countries like Italy, South Africa, Namibia, Ghana, Sweden, Spain, Finland and Denmark courts do not recognise the strikes without prior notice (Zondo, 2009). In some countries, however, like France, no notice is required before the commencement of a strike.

The public sector is faced with labour unrest, which are a threat to peace. Labour unrest are still the infectious disease that spreads rapidly to other sectors of the economy (Beck, 2013). The labour unrest in the public sector often occurs because employers want to increase their profits using insufficient resources. However, there is a perception that the public sector suffers more employment disputes than the private sector (Bendix, 2010). The labour disputes are caused by many reasons some of which will be highlighted in this chapter. “The labour disputes in the public sector increased because the sector itself has experienced growth in the previous years” (Barchiesi, 2011, p. 47). The increasing number of labour unrests in the present society may be linked to the fact that there is a decreased employer-employee relationship, which makes it difficult for employers and employees to communicate or to bargain collectively on matters of mutual interest. However, at common law, labour unrest could mean the breach of employment contract by the employees, giving employers the right to terminate the contract of employment altogether. The LRA 66 of 1995 gives employees the right to strike but this right is limited. “All types of labour unrest are directed towards the employer to make them comply with the demands of the employees” (Brassey, 2013, p. 34).

The present labour unrest is influenced by the political motives that arise in the employment relationships (Dhai, Etheredge, Vorster, & Veriava, 2011). The majority of trade unions are established for political intentions and the labour unrests occur in order to politically influence the other party. At most times, employees have increased hopes regarding their involvement in particular employment, and when these hopes are not achieved, labour unrest occurs (Dhai et al., 2011). Labour unrest occurs in order to support the demand relating to matters of mutual interest between employers and employees. Construction employees have real grievances concerning economic, social and psychological issues. “The main complaint is often about insufficient monetary benefits” (Brassey, 2013, p. 54). The duty of trade unions has been to put pressure on the demands of employees for, amongst others, increased salaries, longer rest breaks and less working hours. Employees are concerned about the benefits which they get from their employer and are not worried much about the production of the organisation (Laubscher, Jefferson, & Naidoo, 2014).

“The term Labour Relations defines the complex employment relationships between employers and employees who engage in the employment relationship” (Du Plessis & Fouché, 2015, p. 77). This relationship is a human relationship, controlled by rules and regulations. However, Labour Relations has been viewed as an arena where conflict exists, which leads to labour unrest but is a manageable conflict. Almost all employment relationships are characterised by manageable conflict (Fabbrini & Granat, 2013). This is because employers and employees often have conflicting interests and objectives. However, Labour Relations aim to create and promote harmonious working environments through controlling employment relationships (Clauwaert & Schomann, 2012). “Employers and employees are free to agree on whatever terms and conditions of employment they desire, but only within standards that are reasonable and effective” (Collins et al., 2012, p. 44).

Labour unrest by construction employees is a period when the entire workforce of the organisation cease to perform their contractual duties with an effort to make their employer accept their demands (Brassey, 2013). However, researchers concur that labour unrest consists of workplace violence; therefore, it is evident that labour unrest and workplace violence have a significant relationship. According to Collins et al. (2012), when employees are granted permission by the labour courts to take part in the peaceful strikes, conducive conditions of violence are created. However, in the human history, people have used violence individually or as a collective to influence other people. Employees have used physical violence to control and influence their employers to accept their demands. Employers have used non-physical or psychological violence which is mostly referred to as soft violence to dominate or influence the employees and to deny them of their rights (Johnson, 2016). Labour unrest in the workplace do not occur peacefully, but are accompanied by violence through which employees compel their employers to heed to their demands (Laubscher et al., 2014).

The labour conducted by the employee is more significant than the remuneration the employee gets from employers out of that labour (Burchill, 2014). However, employees who are striking for increased remuneration can be replaced by employees who are willing to accept a lower remuneration. Employers who offer lower wages are replaced by employers who are willing to offer satisfying, and competitive remuneration to employees. Labour unrest arises when trade unions or employees confidently believe that their employers can afford to remunerate them with higher wages but this belief is not fulfilled or satisfied.

2.3 Definition of terms

The following paragraphs will discuss primary strikes, secondary strikes, protest action, Labour Relations Act 66 of 1995 and the Basic Conditions of Employment Act 75 of 1997 as the core terms in this chapter.

2.3.1 Primary strikes

Section 213 of the Labour Relations Act 66 of 1995 defines a strike as the partial or complete refusal to work, or the retardation or obstruction of work, by the employees who are employed or have been employed by the same employer or different employers, for the purpose of remedying a grievance or resolving a dispute concerning matters of mutual interest between the employer and the employee (Deegan, 2014).

2.3.2 Secondary strikes

Secondary strikes are strikes conducted by employees who are not directly involved in the primary strike but supports the striking employees. Employees who engage in secondary strikes do not have an interest in the results of the dispute but their intention is to help and support the other employees who are on strike against their employer (Du Plessis & Fouché, 2015).

2.3.3 Protest action

Protest action is the act of striking for issues concerning economic and social policy of direct concern to employees (Theocharis, Lowe, van Deth, & García-Albacete, 2015). These strikes seek to give solutions to economic matters and social policy issues and to other employment challenges that employees face during employment (Theocharis et al., 2015). Section 77 (1) (a) of the LRA 66 of 1995, state that, protest action may only be called for by a trade union that is registered or a federation of registered unions. Protest action is defined in Section 213 of the LRA 66 of 1995 as the “partial or complete concerted refusal to work, or the retardation; or obstruction of work, for the purpose of promoting or defending the socio-economic interests of workers, but not for the purpose referred to in the definition of the strike” (Theocharis et al., 2015, p. 45).

2.3.4 The Labour Relations Act 66 of 1995

The LRA 66 of 1995 settles disputes regarding matters of mutual interest and encourages employers and employees to bargain collectively in an attempt to settle the disputes (Gericke, 2010). Trade unions and workplace forums are granted authority by the LRA 66 of 1995 to settle disputes that may arise in the employment relationship. Section 64 of the LRA 66 of 1995 grants employees the right to strike and protects employees who participate in a protected strike. Employees are not permitted to strike over matters that can be referred to arbitration (Valticos, 2013). The LRA 66 of 1995 was drafted to give protection to employees so that they are not exploited by their employers. However, the LRA 66 of 1995 protects employers and grants them the right to freedom of association. The importance of collective bargaining in settling disputes is also highlighted by the LRA 66 of 1995 (Smit & Plessis, 2011).

2.3.5 Basic Conditions of Employment Act (BCEA) 75 of 1997

The terms and conditions of employment are set out in the BCEA 75 of 1997 and both employers and employees must conform to these terms and conditions within reasonable morals. The basic conditions of employment such as meal intervals, overtime, sick leave and maternity leave are set out in the BCEA 75 OF 1997(Grogan, 2014).

2.4 Historical background of Labour unrest in South Africa

The 19th century marked a period where black employees who worked on mines went on a strike for increased remuneration and the removal of the racial segregation (Baker, 2013). The government passed laws (including the Natives Urban Areas Act of 1945) that sought to restore order and strengthened regulations on black labour. The government announced that urban areas were places where black employees were not allowed to dwell in (Beck, 2013). Black employees, who entered these urban zones had to report to certain authorities first and their employment contract had to be registered with the police. However, trade unions made efforts in order to produce conducive employment conditions to black employees. These efforts were made through violent labour unrest, which were effective and others ineffective. Black employees have always embarked on strikes when they perceived that the working conditions are not conducive (McCrystal, 2010). Strikes are a tool to employees who believe they are exploited and the tool of employers is to lock-out and dismiss the striking employees.

The first union of black employees was the Industrial and Commercial Workers' Union which was formed in 1919 (Rasmussen, 2015). This union fought for the rights of black employees and took many issues to Court. However, division in its leadership and other external pressures contributed to the collapsing of the union. On the face of it, white employees were not secure since the employers compelled them to agree to low wages and poor employment conditions. In reaction to this, white employees embarked on strikes and attempted to make their employers accept their demands and better working conditions. In 1922, before the retrenchment of some white employees, violent labour unrest took place (Wilson, 2011). The primary cause of the labour unrest was insufficient wages that black employees received and the job competition between whites and black employees. "Labour unrest at this time became known as the Rand Rebellion" (Ross, 2008, p. 79). Most of the employees who engaged on labour unrests were violently wounded and killed (Ross, 2008).

Labour unrest made the government aware that the labour relations and the labour legislation at large had to be closely looked at (Worden, 2011). This led to the promulgation of The Industrial Conciliation Act of 1924 (Steenkamp & Bosch, 2012). This Act became the first Act that strengthened the labour legislation in South Africa. This was South Africa's complete Act that was ever passed by the government. This Act legally recognised and respected the presence and the functioning of South Africa's white trade unions since they were not given recognition (Clark & Worger, 2013). Whites and coloured trade unions were given protection against the exploitation of their employers, so that they function in an appropriate approach. Black employees were not included in the definition of an employee by this Act. The benefits and the intentions of this Act were only restricted to white employees because black employees were excluded from all the benefits of this Act. Therefore, "the Act only benefited the white and coloured employees" (Clark & Worger, 2013, p. 58). In reaction to this, there were major labour unrests by black employees who felt that they are exploited and wanted to be recognised as legitimate employees.

The Act aligned with the procedures of the Industrial Dispute Prevention Act of 1947, and promulgated the process of collective bargaining (Ross, 2008). The promulgation of collective bargaining reduced labour unrest by white and coloured employees (Ross, 2008). Strikes and lockouts were accordingly regulated by this Act (Industrial Conciliation Act) and collective bargaining was perceived as a process of settling labour disputes. However, this Act compelled employer's organisations and trade unions to register, and only registered

trade unions and employer's organisations were given protection under this Act. All these benefits excluded black employees. Black employees never benefited from the regulations of this Act and as a result, labour unrest by black employees increased swiftly (Deegan, 2014). Trade unions were only formed and joined by white and coloured employees. Collective bargaining was only permitted to white and coloured employees (Gerhart & Glaser, 2010). Some unions consisted of 'white only' or 'coloured only' (uni-racial) and some unions consisted of the combination of whites and coloureds (bi-racial) (Marks & Trapido, 2014). In strengthening and regulating the industrial relations, the Wage Act was promulgated in 1925, which determined the wages and the conditions of employment of employees. However, this Act was applicable to black employees and therefore black trade unions gained benefits for its black members and used the regulations of the Act to their best advantage possible. As a result, wages of employees had to be equal from across different races, although some authorities ensured that white employees must benefit more than other races. The exclusion of black employees from the benefits of the Industrial Conciliation Act promulgated labour unrest mostly by black employees (Clark & Worger, 2013).

2.5 The LRA 66 of 1995 of South Africa and the employee right to strike

It is crucial to understand that the LRA 66 of 1995 was drafted in order to regulate the labour rights which are conferred by Section 23 of the Constitution (Deegan, 2014). This is done by giving effect to the right to strike which the Constitution guarantees in Section 23. Section 64 (1) of the LRA 66 of 1995 grants employees the right to strike and employers recourse to lockout. Section 213 of the LRA 66 of 1995 provides the definition of a strike. A strike is when employees completely or partially refuse to perform their contractual duties, or when they obstruct work and these employees have the same employer or were employed by the same employer or different employers, with the intention of settling a grievance regarding matters of mutual interest which may arise between employers and employees (LI & Shu, 2009).

Employees have a right to strike, but the strike have to meet the requirements of the LRA 66 of 1995. For example, New Kleinfontein Goldmine (Pty) Ltd's employees exercised their right to strike but were dismissed because the strike did not meet the requirements of the LRA 66 of 1995. New Kleinfontein employees demanded salary increments but were not granted by the employer and embarked on strike in compelling the employer to comply with

their demand. The employees exercised their right to strike but not in accordance with the LRA 66 of 1995. The recent findings of Labour Courts state that an employer does not commit a delict or breach contract by dismissing employees who participate in unprotected strikes (Deakin & Morris, 2012). These kinds of dismissals are deemed substantively and procedurally fair. Compensation claim under Section 68(1)(b) cannot be considered just and equitable in all the circumstances and no employee should be granted compensation for participating in an unprotected strike (Collins et al., 2012).

The aim of the LRA 66 of 1995, *inter alia*, is to give a structure that allows employers and employees to bargain collectively and exercise their right to strike in accordance with the requirements of the LRA 66 of 1995 (Johnson, 2016). The Act however, focuses on collective bargaining as a tool that reduces unnecessary strikes (Griffin & Moorhead, 2011). The requirements of a legal/protected strike are set out in the LRA 66 of 1995 which employees have to follow in order to enjoy their right to strike more efficiently (Leonard & Pelling, 2010). Employees who are unfairly dismissed for participating in a protected strike have to be compensated. For example, in the case of Association of Mineworkers and Construction Union (AMCU) employees exercised their right to strike and were unfairly dismissed for participating in a protected strike. The protected strike ended when a 2% wage increase was concluded with AMCU members. However, the company had made no arrangement to meet with the employees; as a result employees were dismissed before they were heard. There was no clear, unambiguous ultimatum for workers to return to work which made the dismissal unprocedural. Du Plessis and Fouché (2015) stated that employees should be afforded an opportunity to state their case and to be heard before dismissal. It is procedurally unfair to dismiss employees before they are afforded an opportunity to state their case. Therefore, it is trite that in the case of unfair dismissal for participating in the protected strike, reinstatement or re-employment for a period of twelve months is mandatory in terms of Section 191(2) of the LRA 66 of 1995 (Johnson, 2016).

The difference between protected and unprotected strikes is that, protected strikes comply with the requirements of the LRA 66 of 1995 and the employees who are taking part in a protected strike have protection against victimisation and exploitation by their employers (Laubscher et al., 2014). Employees participating in protected strikes cannot be dismissed or if they are dismissed, that dismissal would constitute unfair dismissal. Unprotected strikes are not in accordance with the requirements of the LRA 66 of 1995 and employers do not

breach contract by dismissing employees who take part in unprotected strikes (Mottiar & Bond, 2011). Twala (2012) stated that, these strikes do not follow a procedure that is outlined by the LRA 66 of 1995 and are often called wildcat strikes.

However, the right to strike has limitations which include the nature of collective agreement that do not allow unprotected strikes and prohibit employees from striking for conflicts of rights or conflict of interests (Twala, 2012). Accordingly, Section 65 (1) (d) of the LRA 66 of 1995 prohibits persons who are in essential services from participating in strikes (Twala, 2012). Essential services are defined in Section 213 of the LRA 66 of 1995 as services, which when disturbed put at risk the life, personal safety or health of the population. Maintenance services are defined in Section 75 of the LRA 66 of 1995 as the services which when disturbed affects the physical destruction to any working area. The LRA 66 of 1995 contains a framework for the resolution of disputes, having the Commission for Conciliation Mediation and Arbitration (CCMA) as the main dispute resolution structure in South Africa. The CCMA conciliate the dispute and the failure of conciliation subject the dispute to arbitration if employers and employees so wish. Employees resort to strikes when conciliation and arbitration fails.

2.6 The right to strike and collective bargaining

Strikes are essential to the method of collective bargaining (Katz, 2012). Collective bargaining assists employers and employees to reach consensus on matters of mutual interest and decreases strikes. However, sometimes employees demand collective bargaining when in fact, they should not be bargaining with employers. For example, the Association of Mineworkers And Construction Union (AMCU) employees and Zululand Anthracite Colliery Proprietary Limited (employer) signed a collective agreement that AMCU will only have access to the Bargaining Forum to negotiate substantive issues with the employer once it has 30% representivity in the bargaining unit. At the time AMCU only had 22.63%. When employers refused to bargain collectively with AMCU because of threshold recognition agreement, AMCU employees embarked on strike. The strike was to compel AMCU employers to bargain collectively with employees. The employer stated that the true reason for the strike was that AMCU members demanded to bargain with it in contravention of the threshold recognition agreement. AMCU declares that the true reason for the strike was because of changes in the shift system. According to Steenkamp and Bosch (2012), it is

perfectly permissible for employees to strike in relation to an issue in respect of which they are aggrieved with a view to resolving such grievances. Strikes have to comply with the requirements of the LRA 66 of 1995 in Section 213 and Section 23 of the Constitution (Steenkamp & Bosch, 2012).

Collective bargaining is understood as a negotiation process between employee representatives and employers regarding the terms and conditions of employment in order to reach consensus (Hayter & Weinberg, 2011). In general, the level of understanding and strength of the employee representatives and their organisations influence the successes and/or failures of collective bargaining (Glassner, Keune, & Marginson, 2011). Strike is resorted to when employers and employees have failed to resolve disputes through negotiation; therefore, a failure to bargain collectively leads to strikes (Glassner & Pochet, 2011). Labour Courts have outlined that the motivation behind every strike lies on imposing the employer to comply with the economic requirements of the employees (Dawson, 2014). There is a direct relationship between the occurrence of strikes and collective bargaining. The failure to bargain collectively is the threat of labour unrest. The extent of South African collective bargaining processes is that, in order to achieve successful collective bargaining, employers and employees involved must be willing to bargain collectively and dispute resolution processes must be easily made available (Katz, 2012).

2.7 Analysis of the impact of strikes on the employment relationship

It cannot be disputed that the impact of strikes in general are negative (Grušić, 2013). Employers can choose not to remunerate employees who are on strike because services are not rendered during the course of strike and employers lose their businesses. According to Burchill (2014), the occurrence of strike action always guarantees a loss on both employers and employees. From the business point of view, the closing down of the employers business in no hesitation, means disaster to the public. It is important to highlight the right to strike within the context of the South African employment relationships (Mottiar & Bond, 2011). It is also significant to outline that whilst this right is exercised, it causes tense labour relationships between the employers and employees. When the strike is taking place, not only striking employees are affected, but also those who are not part of the strike. While employees who are on strike cannot claim to be remunerated under the contract of employment, this equally applies to non-striking employees if the strike occurs in the

premises of the employer. However, the majority of employers would fully remunerate employees who do not participate in the strike in order to put pressure on employees who are on strike to desist from the strike and return to work (Valticos, 2013).

Section 23 of the South African Constitution fully protects the right to strike. Unprotected strikes impose negative effects on the employment relationships (Du Plessis & Fouché, 2015). For example, the case of Xstrata South Africa (Pty) Ltd t/a Xstrata Alloys employees support the statement. Evidence pointed to employees who refused to attend the wellness function which was tantamount to refusing to work. Employees also refused to participate in the afternoon session provided by the employer and employees had sufficient time and opportunity to consider their stance and to modify their conduct. Employees were dismissed by the employer on those grounds. Employees embarked on strike because they believed their dismissal was not fair. The Court ruled that there was no unjustified conduct on the part of the employer that had caused the strike. Recent Court findings suggest that the impact of strike that undermine the authority and prerogative of the employer in achieving its social responsibility to its employees causes continued intolerable employment relationships having negative effects on both parties (Laubscher et al., 2014). Violent strikes are not protected by the LRA 66 of 1995 and the Constitution because striking employees impose violence and intimidate non-striking employees (Valticos, 2013).

Striking employees do not allow non-striking employees to go to work and do so by intimidating them and violently attacking them and their loved ones (Grušić, 2013). This intimidation usually happens outside the premises of the employer. During picketing in some instances, the picketing would turn into a war-area between employees who are on strike and the non-striking employees. Employee benefits still remains one of the significant factors that promote labour unrest (Collins et al., 2012). Employees embark on strikes in order to demand increased remuneration from their employers because the cost of living becomes expensive and there are needs employees want to satisfy. Employers also need to make profits, therefore balancing these interests tend to be difficult. Employers and trade unions encounter challenges in an attempt to protect their interests as much as possible and employees want to ensure that their right to strike is not jeopardised (Rasmussen, 2015).

2.8 Primary strikes

Strikes cannot just occur; a purpose behind leads to the occurrence of strike (Deegan, 2014). Employers need to effectively handle the grievances of employees in order to minimise the occurrence of primary strikes. For example, the case of National Union of Metalworkers of South Africa (NUMSA) employees held that the company (Timken) had not handled their grievances reasonably for a long time. Their grievances included low remuneration, working long hours, working public holidays and extended overtime. The employees embarked on strike because they demanded that the employer reasonably attend to their grievances. Court findings suggest that if the employer has made no effort to invoke the agreed upon dispute resolution procedures and has made no attempt to direct the dispute to the channels provided by the LRA 66 of 1995, the dismissal is deemed unfair (Brassey, 2013). Employees who have been unfairly dismissed are either compensated, re-employed or re-instated. However, the stoppage of work cannot be regarded as a strike; the stoppage must be for a particular demand or reason. For strikes to be recognised, there should be a reason or demand behind the strike, not just the stoppage of work. The LRA 66 of 1995 and the Industrial Labour Organisation (ILO) require this. The ILO and the LRA 66 of 1995 both state that strikes could occur for three different reasons. These include employment interest, protest action and secondary strikes (Burchill, 2014).

Another purpose that leads to the occurrence of primary strike is to hold hearings without the presence of the other party. For example, National Union of Mine Workers' employees were dismissed following a disciplinary hearing that was conducted by Aveng African Limited (employer) in their absence. After the hearing, employees were found guilty and were dismissed by the employer. Employees went on strike because they demanded that the dismissal was not fair. The employer (Aveng) dismissed employees for participating in an unprotected strike. According to Bendix (2010), where the employee have not been notified of the hearing and do not attend the hearing, the hearing is considered null and void and must be postponed to a new date. However, the Labour Courts have determined that the employer must discharged the onus of proving that the employees are guilty of a serious misconduct of participating in unprotected strike and that the dismissal is an appropriate sanction (Bhorat, Kanbur, & Stanwix, 2014).

2.8.1 To promote employment interest

The primary intention of strike relates to some occupational nature of disputes with the employer (Deegan, 2014). The right to strike is utilised by employees to protect their employment interests. For example, in the case of G4S Cash Solutions SA (Pty) Ltd security guards were compelled by the company to work on Sundays and public holidays in order to meet the demands of the employer's clients. The request was made on the basis that the work would be voluntary and would be remunerated at a fixed rate. Overtime, employees refused to volunteer their services on Sundays and Public holidays and were disciplined by the employer. The employees then embarked on a strike in stopping the employer from compelling employees to work on Sundays and public holidays. The Courts have ruled that, by refusing to work on Sundays when asked by the employer, the employees have constituted a strike within the meaning of Section 213 of the LRA 66 of 1995 (Baker, 2013). Grogan (2014) stated that employees who refuse to engage in their normal employment duty, which is to work on a particular shift are deemed to be on strike. The strike is concerted because a number of employees had participated in a decision to withhold their labour (Du Plessis & Fouché, 2015). For these reasons, the case can be dismissed with costs. Another case of strikes where employees wanted to promote their interest is that of Marikana massacre 2012. The unrest was directed towards the employer (Lonmin mine) to increase the salaries of mineworkers. The employers refused to comply with the demands of mineworkers. Mineworkers embarked on strike. The strike was to compel the employer to comply with the demands of the employees (Laubscher et al., 2014).

In the city of Canada, union employees were not allowed to strike during collective bargaining, and the freedom of association Committee emphasised that the right to strike is one of essential and genuine rights through which employees and their unions defend their social and economic interests (Valticos, 2013). Another similar viewpoint was highlighted in the case of Morocco, where striking employees were dismissed, put to jail, and injured by the police. The freedom of association Committee also emphasised that the right to strike is one of the essential means that employees and their organisations must have at their disposal so as to promote their occupational interest (Russell, 2013).

Section 213 of the LRA 66 of 1995 states that the purpose of the strike must be to "remedy a grievance or resolve a dispute in respect of any matter of mutual interest between the employer and the employee" (Grogan, 2014, p. 74). Bendix (2010) defines the concept of

‘matters of mutual interest’ to include matters concerning terms and conditions of employment, matters of direct relevance to the workplace, issues relating to job security of employees and disputes about health and safety issues of the employees relating to discipline. The International Labour Organisation’s (ILO) standards and the South African Labour Law (SALL) permit the employees to strike on a wide range of occupational interests that are relevant to the workplace (Dawson, 2014).

2.9 Prior notice before the commencement of Labour unrest

The LRA 66 of 1995 came into effect in 1995 and had requirements in some of its sections that notice should be issued before the commencement of a strike, a secondary strike, and lock-out or protest action (Bosch & Steenkamp, 2012). Some of these sections which require notice are Section 64(1)(b), (c), (d), Section 66(2)(b) and Section 77(1)(b) and (d). In the South African history of employment law, this was the first time in which such requirement was put into practice. These sections demand that prior notice must be given before the commencement of the protected strike (Zondo, 2009).

2.9.1 The issuing of notice

One of the requirements that ensure labour unrest comply with the provisions of the LRA 66 of 1995 is whether *prior notice* has been issued (Burchill, 2014). Therefore, the question of who must issue notice must clearly be defined.

The sections quoted above do not specify as to who must issue notice of a primary strike. However, there is no doubt that in primary strikes, prior notice must be issued by the party in the dispute who called the strike (Brown, 2014). However, in South Africa, the right to strike does not rely on unions but on individual employees. In these cases, it is accepted that anyone of these employees who call a strike may issue notice on behalf of the other employees they will strike with as a collective (Collins et al., 2012). Even if the strike is called by a registered trade union, prior notice must be issued by trade union representatives or any other employees who have the authority to do so.

If the dispute does not include trade unions or in circumstances where trade unions do not relate with the dispute, then prior notice can be issued by the authorised employees as allowed by the group of other employees involved in the dispute (Anderson, 2013). If there

is a committee that represents employees, notice should be given by that committee. Any employee whom is authorised by the group of employees to issue notice can issue notice (Hepple, 2013). Preferably, but not demanding, proof of this authority must be issued in the form of documentation and it can be adequate if all the employees involved in the dispute can assure verbally to the party seeking proof that they have granted that particular person power to act on their behalf (Steenkamp & Bosch, 2012). When any employee issues a strike notice without being given authority by fellow employees involved in the dispute to do so, that notice is considered null and void which employers would have to disregard or do without (Laubscher et al., 2014).

2.10 The issuing of notice prior to commencement of secondary strikes

Prior notice is to be given for secondary strikes. This is regulated by Section 66(2)(b) of the LRA 66 of 1995 (Grušić, 2013). This section does not state who has the duty to issue notice regarding secondary strikes. In no doubt it can be stated that secondary employees have that kind of a duty but this does not mean only secondary employees can issue notice regarding secondary strikes (Burchill, 2014). However, it is stated that employees involved in the primary dispute to which secondary employees belong or may not belong and the unions to which secondary employees belong which are not directly involved in the primary conflict may also issue notice concerning secondary strikes; there is no valid reason through which they may be denied to issue notices (Deakin & Morris, 2012).

Employees directly involved in the primary disputes are permitted by law to support employees who embark on secondary strikes (Collins et al., 2012). Employees must do so within the South African Labour Law in order to enjoy protection under the employment legislation of South Africa (Du Plessis & Fouché, 2015). It is also stated that employees who participate in primary strikes/disputes can issue notice regarding secondary strike as long as this secondary strike supports their demand. Trade unions who are not directly involved in the primary strike/disputes but whose members are secondary employees can issue notices because if its members are involved in a secondary strike, that strike complies with the LRA 66 of 1995 (Baker, 2013).

2.10.1 To whom must the notice given to regarding strikes

The South African jurisdiction is not ambiguous as to who must receive notice. Section 64(1)(b) of the LRA 66 of 1995 answers the question as to who must receive notice before the commencement of the primary strike (Mottiar & Bond, 2011). However, according to the LRA 66 of 1995, three significant personnel must be issued notice before the commencement of the primary strike. Section 64(1)(b)(i) indicates the rule that notice must be given before the commencement of primary strike, and the notice must be issued to the employer who the strike is targeted to (Marks & Trapido, 2014). When the notice is not issued to the employer, there is a general rule that regulates who must receive notice if not the employer (Hepple, 2013).

The first exception is when the matter in dispute includes a collective agreement agreed upon by employers and employees in a bargaining council. In these cases, the notice must be issued to that council involved. If the council has employers, employer's associations and trade unions, a notice of a proposed strike would include all the parties involved in the council (Wilson, 2011). The second exception is to be found in Section 64(1)(b)(ii), where the employer is a member of an employer's organisation who is involved in the dispute and in that case the notice must be given to that employers' organisation (Barchiesi, 2011). This requirement is simple and straightforward. However, the Act does not stipulate what has to be done when the employer is a member of an employer's organisation but the organisation itself is not part of the dispute (Fabbrini & Granat, 2013). In that instance, the notice has to be given to the employer.

2.11 The issuing of notice prior to commencement of protest action

Section 77 of the LRA 66 of 1995 covers protest action. Various types of notices are outlined in both Section 77 (1)(b) and Section 77(1)(d) of the LRA 66 of 1995 (Laubscher et al., 2014). Section 77 of the LRA 66 of 1995 makes it clear that only registered trade unions or federation of trade unions may call protest action. Section 77 outlines as to who must issue this notice. It states that registered trade unions or the federations of trade unions who want to call the protest action should provide prior notices before calling the protest action (Zondo, 2009). Section 77 states clearly as to who must issue notices regarding the protest action; this must not be done by anyone else except a registered trade union unless this other person is a representative of the registered trade union involved (Beck, 2013). This representative can be

an attorney or any other duly authorised individual. Employees participating in protest action are not duly authorised to issue these notices only authorised personnel (Clark & Worger, 2013). A registered trade union or a federation of trade unions cannot issue these notices on their own accord or their own will. A notice issued by anyone other than the person calling the protest action or duly authorised personnel would be considered invalid and not taken into consideration by authorities concerned (Johnson, 2016).

2.12 The issuing of notice prior to commencement of lock-out

Section 64 (1) (c) of the LRA 66 of 1995 covers lock-outs but does not mention as to who must issue the lock-out notice (Deegan, 2014). It cannot be denied therefore that the employer has a duty to issue notice concerning lock-outs. An employer's authorised personnel such as an employer's agent has an authority to issue notice even if they are not part of the dispute because they are giving notices on behalf of the employer and not on their own jurisdiction. However, an employer's authorised personnel would have to provide evidence to give notices, if certain authorities require such evidence (Valticos, 2013).

2.12.1 To whom must the notice be given regarding a lock-out

Section 64 (1) (c) determines who must receive notice in the case of lock-out (Du Plessis & Fouché, 2015). The general law is that, employers should issue notice to trade unions who are party to the dispute and when there are no trade unions directly linked in the dispute, employers should give notice to the employees who are directly involved in the dispute (Deakin & Morris, 2012). If there are more than one trade unions directly involved in the dispute, the notice can be given to any trade union who is a party to a dispute. The trade union who is given notice has a duty to sufficiently alert other trade unions involved in the dispute, its members and any other employees who are directly involved in the dispute. It is argued that, Section 64 (1) (c) of the LRA 66 of 1995 outlines that 'any' trade union involved in the dispute and this any refers to 'every' trade union involved in the dispute with the employer must be issued with a notice (Anderson, 2013). Hence, the employer must give notice to every trade union directly involved in the dispute (Bhorat et al., 2014).

Employers cannot lock-out employees who have accepted the demands of the employer (Deegan, 2014). For example, the case of National Union of Metalworkers of South Africa v National Employees Association of South Africa (NEASA) supports this statement. NUMSA employees demanded that the unlawful lockout by the employer (NEASA) be interdicted.

NUMSA employees required the employer who had continued the lockout subsequent to the employees' acceptance of demands, to cease the lockout and compensate the employees of all wages/salaries owed to them during the course of the unlawful lockout. The Court noted that any new demands made by NEASA in an attempt to further lock-out render the lockout unlawful and unprotected. The lock-out made by NEASA was unlawful because the employees unequivocally accepted the demands of the employer as set out in the Lock-out Notice.

2.13 Protest action

Employees do not only have the right to strike on issues concerning better working conditions of an occupational nature, but also have the right to strike on issues relating to economic and social policy of direct concern to employees (Baker, 2013). "Strikes are one of the essential means available to employees and their organisations to promote and protect their economic and occupational interests"(Beck, 2013, p. 106). Despite obtaining better working conditions, these interests also seek solutions to economic and social policy questions and to employment challenges of various kinds, which directly affect employees.

The South African Labour Law (SALL) on protest action complies with the ILO standards, but this is not always the case. In 1992, the International Labour Organisation (ILO) Committee scrutinised some aspects of the LRA 66 of 1995 and wished that employees be granted the right to strike in order to promulgate and protect their economic interests. It is unconstitutional in South Africa to prohibit protest action since this exploits a number of Constitutional rights, including the right to strike, the right to freedom of association and the right to assemble and demonstrate with others in a peaceful manner (Johnson, 2016).

Protest action is defined in Section 213 of the LRA 66 of 1995 as the "partial or complete concerted refusal to work, or the retardation or obstruction of work, for the purpose of promoting or defending the socio-economic interest of workers, but not for the purpose referred to in the definition of the strike" (Grogan, 2014, p. 79). However, the nature of protest action is similar to the normal strike but the purpose of the protest action differs from that of the strike. The difference lies in the fact that the purpose of the primary strike is to compel the employer to accept a demand on any matter of mutual interest between the employers and employees whereas the purpose of protest action is to promote the socio-economic interests of the employees (Brassey, 2013).

The meaning of 'socio-economic' is not explained in the LRA 66 of 1995 but the Labour Court has dealt with the term in numerous cases. This is highlighted in the case between Government of Western Province v Congress of South African Trade Union and Another (C162/98) [2012] ZALC 11 where COSATU proposed to participate in a protest action to demonstrate against the education system of the Western Cape. The first challenge was whether protests against poor education fell under the meaning of 'socio-economic interest' in the explanation of protest action given above. The Court held that employees have the interest to ensure that their children do not suffer the same educational challenges that befell them and that the demands of COSATU were legitimate and criticised the educational policy of the Western Cape. The Court found that the protest action was protected since it was designed to serve the socio-economic interests of its members and other employees in general. Both the ILO and LRA 66 of 1995 permit employees to strike over the economic and social policies of the government. However, the supervisory bodies of the ILO held that strikes of a political character do not fall under the ambit of the principle of freedom of association. The protest action in South Africa is only lawful if it has the socio-economic purpose (Burchill, 2014).

Section 77 (1) (a) of the LRA 66 of 1995 state that protest action may only be called for by a trade union that is registered or a federation of registered unions (Du Plessis & Fouché, 2015). However, Section 77 (1) (a) is also questionable since individual employees, non-unionised employees and unregistered unions are not granted the right to strike. There is no reason denying groups of employees the right to strike. Laubscher et al. (2014) argued that these are essential restrictions since protest action may harm innocent employees who are not partaking in the dispute. Allowing registered trade unions to protest can also harm innocent employers (Hepple, 2013). Permitting only registered trade unions to protest exploits the right to strike of individual employees, non-unionised employees and unregistered unions. Their right to equality is also violated since they are prohibited the right that other unions are granted (Brown, 2014).

According to Baker (2013), it is automatically unfair to dismiss an employee for participating in a strike that complies with the requirements of the LRA 66 of 1995. The LRA 66 of 1995 have differentiated between protected and unprotected strikes (Brown, 2014). Employees engaged in a protected strike are protected and protection does not only relate to the trade union members who called the strike (Clark & Worger, 2013). Employees who commit

misconduct during the course of a protected strike may be dismissed for misconduct (Clauwaert & Schomann, 2012). During the course of the strike, protected strikers may be dismissed by the employer on the reason based on the employer's operational requirements. When the employer retrenches strikers, it does so not because the employees were engaged in the strike, but because the employer is suffering financial loss which makes it necessary to reduce staff (Collins et al., 2012).

Laubscher et al. (2014) state that the procedures laid by the Act must be followed by the employer when deciding to retrench some of its staff. Section 65(5) states that participation in a strike that does not comply with the provisions of the LRA 66 of 1995, constitutes misconduct and is a fair reason for dismissal (Gates, Gillespie, & Succop, 2011). The LRA 66 of 1995 does not prevent employers from taking on replacement labour during the course of a protected strike. Employers may not compel non-striking employees to do the work of employees who are on strike and may not treat their refusals to do such work as insubordination (Griffin & Moorhead, 2011). However, the LRA 66 of 1995 permits employees to do such work voluntarily if they so wish.

2.14 The form that the strike should take

Strikes may take various forms including complete strikes, go slows, work to rule, grasshopper strikes and sit-ins (Grušić, 2013). Employees in a complete strike cease doing all the work that they are required to do. In the case of a grasshopper strike, employees call a strike, suspend it temporally, and resume it later. In work to rule strike, workers perform their duties according to the contracts of employment and do no more than the minimum (Grogan, 2014). Go slow is when employees perform their duties at a slower pace. Sit-ins is when employees do not perform their duties but still occupy the premises of the employer. All these strike actions are permitted by the ILO, provided they are conducted in a peaceful manner (Leonard & Pelling, 2010).

Section 213 of the LRA 66 of 1995 state that a strike or protest action may take various forms including partial or complete refusal to work or a retardation or obstruction of work, and the refusal to perform any overtime:

- Complete refusal to work: Complete refusal to work occurs when the employees refuse to perform any work that they are obliged to perform (Grogan, 2010).

- Partial refusal to work: In a partial strike, employees do not abandon their work completely, but desist from doing a certain part of their work. These forms of strikes are usually early warning signals from the employees to their employers that they feel intense about an issue and which if not addressed, may lead to a complete strike. Grasshoppers/intermittent strikes, overtime bans and work to rule are all forms of partial strikes (Mottiar & Bond, 2011).
- Retardation of work: Retardation of work occurs when employees perform their duties at a very slow rate of productivity; these may include go-slows (Swepston, 2013).
- Obstruction of work: The obstruction of work includes strikes that involve employees who are preventing work from being done. Sit down strikes are examples of this form of strike. In a sit down strike, employees do not vacate the premises of the employer, but remain there with an intention of disrupting other employees who are performing their duties (Valticos, 2013).
- Refusal to do overtime work: Refusal to do overtime work appears in the definition of strikes, but does not appear in the definition of protest action (Levinsohn, Rankin, Roberts, & Schöer, 2014). In this type of strike, employees refuse to do overtime work for different reasons. For example, Department of Health, Kwazulu-Natal employees had refused to pay employees for overtime work performed. The employees worked as Chief Medical Superintendents at different hospitals in Durban. The employees alleged that it was compulsory that they be paid for working overtime. The employees refused to do overtime work because they had not been paid for it. Recent court findings rule that by refusing to do overtime work, employees are deemed to be on strike (Grogan, 2014). Refusal to do overtime work strikes are used by employees as pressure tactics, with an intention of obtaining various demands of mutual interests between the employers and employees. Secondly, these strikes are used by trade unions such as the Congress of South African Trade Unions (COSATU) with the purposes of job creation (Brassey, 2013). The logic behind is that, if employees refuse to perform overtime work then the employer is compelled to employ other employees to perform this work. However Brassey (2013) states that voluntary overtime does not constitute work and if employees refuse to do voluntary overtime that does not amount to a strike. The definition of strike in Section 213 of the LRA 66 of 1995 makes it clear that voluntary and compulsory overtime, are some type of work (Valticos, 2013).

The BCEA 75 of 1997, state that an employer may not allow employees to perform work more than three hours overtime a day or ten hours a week (Burchill, 2014). A refusal to perform overtime work can only be accepted as a primary or secondary strike and not as a protest action. It is still not clear as to why the drafters of the LRA 66 of 1995 excluded overtime from the definition of the protest action, because employees could protest when they are requested to perform overtime work. As a result, it is suggested that in order to provide protesters with protected and meaningful protest, the definition of protest action must be amended to include 'refusal to perform overtime work' (Collins et al., 2012).

2.15 Violent strike action

Section 213 of the LRA 66 of 1995 does not prohibit strikes and protest action that are a threat to peace, these strikes are banned elsewhere in the LRA 66 of 1995 (Gates et al., 2011). Section 67 (8) of the LRA 66 of 1995 state that striking employees are held contractually liable for all the offences committed during the strike and may be interdicted from continuing with the strike (Wilson, 2011). Striking employees who disrupt peace, may be dismissed for misconduct, and be charged for criminal conduct (Anderson, 2013). For example, South African Transport and Allied Workers Union employees demanded healthier working conditions in the workplace. The employer had refused to offer them safer working conditions and employees embarked on strike to compel the employer to offer them their request. The strike came to an end when the Court issued an interdict declaring the strike unprotected. Employees were dismissed and demanded reinstatement and re-employment. Employees were charged for breaching the LRA 66 of 1995 and the company's Code of conduct. Employees were also charged for intimidating and threatening non-striking employees, using abusive language towards non-striking employees and damage to property. According to Burchill (2014), in relation to employees' guilty of intimidating conduct, the conduct goes beyond acceptable levels and is of a threatening nature but without any indication of its effect on persons it was supposedly directed to is not sufficient to dismiss an employee. Therefore, a final written warning for intimidating conduct in the course of strike, valid for 12 months can be issued.

Another example of the violent strike action is that of Marikana massacre 2012 where striking mineworkers attacked police officers, security guards, and assaulted employees who were on duty. Violence escalated between two unions, the National Union of Mineworkers (NUM) and Association of Mineworkers and Construction Union (AMCU) (Deegan, 2014).

2.16 Secondary strike action

Secondary strikes are conducted by employees who are not directly involved in the primary strike but who supports the employees who are on strike (Steenkamp & Bosch, 2012). Employees who engage in secondary strikes do not have an interest in the results of the dispute but their intention is to help and support the other employees who are on strike against their employer (Bhorat et al., 2014). These kinds of strikes are also recognised by the LRA 66 of 1995 and the ILO standards. However, a relationship must exist between secondary strikes and primary strikes because secondary strikes are organised to support primary the strikes. These strikes are permitted by the current labour legislation and the ILO regarding freedom of association (Valticos, 2013). The banning of secondary strikes means the violation of the freedom of association. The ILO Committee outlined that employees should be permitted to organise and demonstrate secondary strikes which support primary strikes (Bendix, 2010).

The secondary strikes in South Africa are regulated by Section 66 of the LRA 66 of 1995 (Deakin & Morris, 2012). The definition of secondary strike is given in Section 66(1) as a strike or conduct in furtherance of a strike that support the primary strike by the employees against their employers. “The secondary strike definition states that employees embark on secondary strike in order to support the primary strike” (Deegan, 2014, p. 72). Employees bargain collectively with their employers as an industry. It can be noticed that the same employees embark on strike against different employers due to the demands concluded upon at the bargaining council. This type of strike by the same employees directed to different employers is seen to be supporting the primary strike when in fact these employees are on strike against their own employer to make them comply with their demands of their interest (Steenkamp & Bosch, 2012). However, secondary strikes’ definition has to comply with the standards of the ILO.

The definition of strikes in the LRA 66 of 1995 applies to both secondary strikes and primary strikes (Beck, 2013). The strike definition does not include single employees from going on strikes, but require that employees embark on strike as a collective. Individual employees who cease doing their duties are not deemed to be on strike according to the strike definition (Bendix, 2010). Otherwise, the number of employees who are involved in the stoppages of work is not relevant. There is a part on the strike definition which states that strike can be called by ‘persons’ who are employed or have been employed by the same employer.

Therefore, a group of employees are afforded the right to strike, and trade unions are not restricted from this right as well (Clark & Worger, 2013).

Former employees are also permitted the right to embark on strike according to Lewis (2013). However, this approach is too wide and can be dangerous because it allows former employees the unrestricted right to partake in strike actions. The approach by Grogan (2014) is narrow and restricted. Firstly, it demands that the strike should comply with the requirements of the LRA 66 of 1995. This approach discourages employees from participating in illegal strikes. The second requirement to Grogan (2014) approach highlights that if there is a valid reason to dismiss employees, they should not be allowed to strike.

The strike definition includes employees, who have been employed by the same employer, and embark on strike with the current employees (Johnson, 2016). The fact that they were dismissed does not prevent them from going on strike with current employees. Employees who participate in a protected strike may only be dismissed for misconduct they commit during the course of the strike not for being involved in a strike itself. However, the LRA 66 of 1995 may be deemed unconstitutional because it does not allow single employees a right to engage and participate in strikes while this right is granted by the Constitution of South Africa Section 23(2)(c) (Laubscher et al., 2014). Individual employees are provided the right to strike which comply with the Constitution of South Africa. The right to strike by former and current employees is granted by the LRA 66 of 1995 (Leonard & Pelling, 2010).

The strike definition must comply with the South African employment legislation and the ILO requirements and standards. The ILO standards and the South African employment legislation identify that strikes may happen for three main aims. These purposes include primary strikes which are induced against the primary employer, secondary strikes which are intended to support the primary strikes and protest action which covers the socio-economic requirements of the state (Laubscher et al., 2014). The ILO and the labour legislation allow different forms of strikes provided they are conducted in a peaceful manner. Primary employers in a primary strike have the right to lock-out the striking employees. This right is not available to secondary employers and protest action employers. Therefore, it was recommended that the lock-out definition be changed to allow secondary employers access to lockouts (LI & Shu, 2009).

As highlighted above, the employment legislation of South Africa complies with the standards of the ILO, but is not constitutional (Anderson, 2013). The labour legislation of South Africa allows only currently employed employees and former unionised employees and confederations the right to strike and only registered unions to call a protest action (Ross, 2008). This complies with the standards of the ILO which allows single employees, unionised/non-unionised employees and confederations to call strikes but denies the right to strike by single employees. This, however, does not align with Section 23 of the Constitution which grants every single employee the right to strike (Barchiesi, 2011). By this reason, it is suggested that the definition of strike be rectified in order to allow individual employees the right to strike and also to amend the definition of protest action to give single employees, not registered unions and non-unionised employees, a right to protest. It is suggested that the definition of primary strikes and secondary strikes be changed in order to preclude previously employed employees from participating in strikes. The significance of making these amendments is to provide protection to employers and employees who are on strike (Anderson, 2013).

2.17 Comparing the South African Law and the standards of the ILO concerning the form that the strike should take

Strikes in the South African law are recognised as the conduct. However, other strikes such as partial strikes, go-slows, obstruction of work, overtime bans, and grasshopper strikes are hard to manage (Dawson, 2014). The reason for this is that employers continue to remunerate employees who engage in partial strikes, thereby having public funds spent on services that are not sufficiently provided. Obstructions to work strikes are also difficult to manage because, employees who are on strike, not only refrain from doing their work but also prohibit others who are not part of the strike from doing their work (Du Plessis & Fouché, 2015). Go-slows and grasshopper strikes are hard to manage because striking employees perform their duties at a reduced pace, confusing newer employees. However, in some countries such as France and Italy, these kinds of strikes are prohibited allowing only complete strikes. Despite all the challenges, these kinds of strikes are recognised and accepted under the ILO and the LRA 66 of 1995 as valid, regardless of whether the strike is primary or secondary strike or a protest action (Beck, 2013).

It is argued by Burchill (2014) that protest action and secondary strikes should be banned because they have a major effect on employers who are not party to the dispute, except in the

case of complete strikes. Section 213 of the LRA 66 of 1995 state that the purpose of the lockout must be to ‘oblige employees to accept a demand in respect of any matter of mutual interest between the employer and employee’ (Bendix, 2010). This only applies to primary strikes, and not secondary strikes because the dispute does not relate to a matter of mutual interest between the secondary employer and secondary employees. The lockout definition also does not apply to protest action, the intention of which is to “promote or defend the socio-economic interests of employees” (Brassey, 2013, p. 87). This definition does not include any matters of mutual interest concerning the employer and the employee (Anderson, 2013).

The forms of strikes and protest action recognised in the South African law are in accordance with the international law. The variety of strike methods ranging from complete strikes, partial strikes, go-slows, grasshopper strikes, work to rule strikes, obstruction of work and overtime are recognised by both the South African law and international law (Collins et al., 2012). All forms of strikes that threaten peace are prohibited by the ILO and the LRA 66 of 1995 (Deakin & Morris, 2012).

2.18 Conclusion

This chapter explained labour unrest and the major causes of labour unrest. The negative effects of labour unrest have been explored. Furthermore, it has been emphasised that different countries have their own statutory laws granting them the right to strike or not to strike although most are granted by their Constitutions. This chapter has also provided insight into primary strikes, secondary strikes, protest action, and lock-out as the types of strikes that exist within the South African context. This chapter has explained the right to strike and collective bargaining because strikes are resorted to when employers and employees have failed to reach consensus through collective bargaining. The impact of strikes on employment relationships and the prior notice that is issued by the employer before the commencement of any strike are elucidated. Lastly, the South African legislation is compared to the standards of the ILO regarding the form that the strikes should take.

CHAPTER THREE

EMPLOYEE BENEFITS, COLLECTIVE BARGAINING AND COMMUNICATION

3.1 Introduction

Employees who are not granted the benefits that they are entitled to receive are not productive in the workplace. Collective bargaining plays a major role in minimising strikes that may occur at the organisation. This chapter discusses the factors that influence labour unrest based on previous literature of various authors. The factors discussed are employee benefits, collective bargaining and communication. Under employee benefits, remuneration, retirement benefits, overtime remuneration, health and wellness programs, disability insurance and discretionary employee benefits are addressed. The aims of collective bargaining, the duty to bargain collectively, historical background of collective bargaining and reaching consensus are incorporated under collective bargaining. Communication is imperative in promoting harmonious employment relationships; hence, this chapter also discusses communication. Listening skills, establishment of trust between the parties in the employment relationship and an insight on International Labour Organisation (ILO) recommendations concerning communication are explored. The Commission for Conciliation Mediation and Arbitration (CCMA) is explained as it is the main dispute resolution body in South Africa.

3.2 An overview of the factors influencing labour unrest and the South African employment relationships

The main objective of employment legislation is to promote harmonious employment relationships through collective bargaining, communication and providing employee benefits. “Collective bargaining in South Africa is the process of negotiation concerning the conditions and terms of employment between employers and the group of employees” (Katz, 2012, p. 45). The South African history of labour unrest and inequality has led to the need for employers and employees in the employment relationship to bargain collectively concerning the conditions of employment (Deakin & Morris, 2012). Section 23 (1) of the South African Constitution encourages employers and employees in the employment relationship to agree

on any terms and conditions of employment through collective bargaining and effective communication (Burchill, 2014).

“The employment relationship is about interactions and includes stakeholders namely, employees, employers and the State” (Beck, 2013, p. 54). Employers and employees are encouraged to communicate effectively in order to resolve and redress disputes arising between them. Communication as a process requires employers and employees to take one another into consideration while they pursue a preferred goal (Broadbent, 2013). Communication itself is important for effective employment relations. Employee benefits have to be taken into consideration by employers through collective bargaining in order to ensure sound employment relations in the workplace (Collins et al., 2012). The lack of employee benefits, collective bargaining and communication can lead to disturbing employment relationships. This chapter focuses on collective bargaining, communication, and employee benefits and the extent to which they influence harmonious employment relationships and the roles they play towards minimising labour unrest in the workplace.

3.3 Definition of concepts

Employee benefits, collective bargaining, communication, Labour Relations Act (LRA) 66 of 1995 and Basic Conditions of Employment Act (BCEA) 75 of 1997 will be assessed.

3.3.1 Employee Benefits

Employee benefits are defined as benefits that are given to employees such as salaries, wages, the ability of the organisation to pay for medical care of its employees, bonuses, paid leave for present employees (Mulvaney, 2014). The employee benefits are regulated by the BCEA 75 of 1997. Under collective agreement, all employees in the workplace are entitled to be remunerated and be granted benefits which they are entitled to receive and when they are due; as long as they tender service and carry out the activities that are they are supposed to undertake (Villanueva, 2015).

3.3.2 Collective Bargaining

If not the key foundation of employment relations, collective bargaining forms an integral part of it (Bendix, 2010). Collective bargaining is the process where employers and employees negotiate working conditions and remuneration and as a result the outcome of these negotiations depends on which party exercises more power over the other (Trif, 2013).

3.3.3 Communication

Communication is a process whereby a sender transmits a message to a receiver, who then interprets the message and bestows it with meaning (Grunig, 2013). Communication is significant in the employment relationship, because it ensures that common understanding is achieved in pursuing the desired outcome. Communication comprises verbal (both written and oral) and non-verbal communication both of which take place in the employment relationship. Effective communication guarantees the development of trust and is a forerunner for harmonious employment relationship (Habermas, 2015).

3.3.4 The Labour Relations Act 66 of 1995

The Labour Relations Act (LRA) 66 of 1995 settles disputes of mutual interest through collective bargaining (Chan & Hui, 2014). The LRA 66 of 1995 grants authority to workplace forums and trade unions in settling disputes. Section 64 of the LRA 66 of 1995 grants employees the right to strike and extends protection against dismissing employees who are participating in a strike that complies with the requirements of the LRA 66 of 1995 (Coleman, 2013). However, employees may not strike over matters that can be referred to arbitration. The LRA 66 of 1995 protects employees and any other persons seeking employment. Furthermore, the LRA 66 of 1995 grants employers the right to freedom of association and protects this right. The LRA 66 of 1995 sets out the procedure for referring the dispute to the CCMA or to the bargaining council and the significance of collective bargaining to reach collective agreement in the workplace (Collins et al., 2012).

3.3.5 Basic Conditions of Employment Act (BCEA) 75 of 1997

The BCEA 75 of 1997 sets out terms and conditions of employment, which parties in the employment relationship must abide to, only within good and reasonable morals. The BCEA 75 of 1997 set out the basic conditions of employment and regulates hours of work, leave, payment of remuneration, termination of employment, and procedures to implement its requirements. Furthermore, the current BCEA 75 of 1997 allows flexibility, and through collective agreements, some provisions may be verified. There are provisions in the BCEA 75 of 1997 that do not apply to certain groups of employees (Olivier, 2015).

3.4 Employee benefits

Martocchio (2013) defines employee benefits as optional non-wage compensation provided to employees in addition to their normal wages or salaries. Employees are remunerated

hourly counting the hours they have worked or they can be remunerated a fixed salary for the duties they have performed despite counting the number of hours they have tendered service (Bendix, 2010). Employers use one of the two forms when remunerating employees. However, organisations evaluate the salary on a yearly basis.

Previously, the Courts have had difficulty in giving the exact meaning of the term ‘benefits’. Clearly, what has been classified as falling within this term are bonuses, medical aid, benefits after retirement, housing allowances and other allowances. However, the Courts have categorised benefits as different from remuneration. Judges in the Labour Courts distinguished between benefits and remuneration. Judges held that benefits may include all material advantages which the employee accrues by the virtue of employment contract (Grogan, 2014). Benefits are terms of service and are the only terms included in the definition of unfair labour practice (Mamorsky, 2015). If the contract of employment is silent about the employee benefits but the employee feels he/she is entitled to benefits, he/she cannot claim that he/she is treated unfairly (Vu, Lim, Holmes, & Doan, 2012). For example, the case of Mbatha and the University of Zululand supports the statement where Mr Mbatha was employed by UniZulu as a researcher in the Zulu dictionary project with immediate effect. His letter of appointment reflected that it was compulsory for him to be a member of the Associated Institutions Pension Fund. However, his pension was withheld when he retired at Zululand. The Labour Court dismissed the application with costs because the applicant ceased to be an employee of UniZulu and was the CEO of another company. Mr Mbatha would have demanded benefits from his new employer. Recent Courts findings suggest that applicants who cease to be employees of present organisations can no longer demand benefits from the previous employer (Shields et al., 2015). However, legal researchers have indicated that, unfair treatment concerning benefits should be eliminated from the unfair labour practice definition.

The BCEA 75 of 1997 regulates employee benefits. Every organisation should grants to its employees at least one benefit and the majority of organisations provide numerous benefits to their employees (Collins et al., 2012). Under collective agreement, all employees in the organisation are entitled to be remunerated and be granted benefits which they are entitled to receive and when they are due as long as they tender service and carry out the activities expected of them (Oduhlade, 2012). The employer can only reserve the employee’s earnings if employees fail to perform their contractual obligations, other than periods of sick leave or

after working hours. Employees cannot compel employers to grant them benefits if they do not perform their contractual duties as indicated in the collective agreement (Valticos, 2013). The failure of the employers to remunerate employees may lead to labour unrest because employees may feel that they are being exploited by not receiving the benefits which they deserve (Dulebohn, Molloy, Pichler, & Murray, 2009).

Employee benefits can be either in monetary values or in kind (Singhal, Stueland, & Ungerman, 2011). If employee benefits are in monetary values, the money must be in the South African currency, and in cash by cheque, direct deposit into the employee's bank account. The BCEA 75 of 1997 state that employees are entitled to receive their benefits at the place of employment and during the hours to which the employee works (Vu et al., 2012). If employees are remunerated in cash or in cheque, it should be given to the employee at the workplace. However, if employers and employees agree, they can be remunerated during working hours or within 15 minutes before they commence work or conclude job. The money or cheque must be given in an envelope that is sealed, with the amount, the deductions, and the purposes of deductions, if this appears relevant (Bussin, 2012). The overtime rate, number of overtime worked, and the number of hours worked on Sundays and public holidays have to be written in the sealed envelope (Dulebohn et al., 2009).

According to Mamorsky (2015), employers are not allowed to deduct employee's remuneration, unless the employer deducts in respect of specified employee's debt or unless the deductions are allowed by law, court order or the collective agreement. Deductions can be used to refund the employer for the damages that employees have caused during their course of employment. This must be done with the agreement of employees if the damage was due to the fault of employees. A reasonable chance must be given to the employee to show, why the employer should not make deductions (Villanueva, 2015). According to Vu et al. (2012), the detailed methods for calculating the remuneration of the employee are provided for in the BCEA 75 of 1997. The formulae provided in the BCEA 75 of 1997 are used to determine notice pay, or leave payment on termination of employment and terms and conditions of employment. Optional payments that do not relate to hours of work are not taken into consideration when remuneration is calculated (Bussin, 2012).

Employee benefits have great influence on the performance of employees (Martocchio, 2013). Employees who are granted benefits are extrinsically motivated to perform their

duties to the highest extent possible (Thalassinos & Liapis, 2013). Extrinsicly motivated behaviours are those behaviours that employees perform in order to get tangible rewards. The source of employee motivation is not the behaviour itself, but what the employee gets out of that behaviour (Wilfred, Elijah, & Muturi, 2014). For example, a car salesperson is motivated by getting rewards out of all cars sold, engineers who are motivated by the high salaries they get and not the job itself, a construction employee who is motivated by the chance to secure an income for a living.

Employees who are granted benefits they deserve are more committed in their organisations (Griffin & Moorhead, 2011). Committed employees believe in what their organisations do, and are proud of the goals the organisations stand for (Grunig, 2013). The employee's loyalty is increased towards his/her organisations when he/she receives fair benefits. Committed employees are more satisfied with their jobs and their performance is increased towards achieving organisational goals (Robbins, Judge, Millett, & Boyle, 2013). Committed employees talk about their organisation publicly as a good organisation to work for and the values of the employees match the values of the organisation. Committed employees accept any type of tasks that are assigned to them without hesitating in order to keep working for the organisation (Robbins et al., 2013). Committed employees are always willing to put in extra effort beyond that which is expected with the intension of assisting the organisations achieve its goals. This commitment has its roots in the fact that employees are granted benefits and these benefits lead to the organisational commitment.

3.4.1 Remuneration

“Remuneration displays the importance that the employer places on the work that is performed by the employees” (Bussin, 2012, p. 65). Employees are remunerated according to the skills and qualifications they possess and not the worth of the job itself. “The market value is assigned to employee skills and not to the jobs” (Hanson, 2012, p. 43). Skills based remuneration is a type of remuneration in which pay progression is associated with the number and deepness of skills that the employee has (Thalassinos & Liapis, 2013). Employers are required to keep in speed with the inflation rate by remunerating employees with wages that relate to the market in order to avoid strikes and conflict within the industry (Hansen, 2010). Failure to remunerate employees in this manner causes dissatisfaction that leads to labour unrest. According to Wilfred et al. (2014), dissatisfied employees are not productive which causes the decline in the production sector. Good remuneration makes

employees feel satisfied and be more productive in their respective organisations (Wilfred et al., 2014).

3.4.2 Retirement benefits

The retirement benefits plans are what determine the stay of younger employees with their current employers (Hansen, 2010). However, both employers and employees are encouraged to save for retirement or employers can automatically enrol employees into a retirement fund (Laubscher et al., 2014). Employees must be granted the retirement benefits which they are entitled to receive, especially because of the high unemployment and inflation rates that South Africa is facing (Fitzpatrick, 2015).

3.4.3 Overtime remuneration

Lack of overtime remuneration contributes to labour unrest because employees feel exploited by their employers if they are not receiving overtime remuneration (Munnell, 2011). Overtime remuneration means that employees are remunerated in excess of normal pay in a week or a month (Odunlade, 2012). However, employees are not obliged to work overtime unless there is a contractual agreement compelling them to work overtime (Ioannides, Oxouzi, & Mavroudeas, 2014). If employees agree to work overtime, the employee must not work excessively more than three hours daily or ten hours in a week. According to the BCEA 75 of 1997, the lack of overtime remuneration constitutes unfair labour practice (Ioannides et al., 2014).

3.4.4 Health and wellness programmes

The availability of health and wellness programmes in the workplace is related to increased production and employee commitment (Osilla et al., 2012). Employers have the obligation to ensure health and wellness programmes in the organisations. Employers must encourage employees to focus on the main health behaviours such as physical exercise, lesser stress, ceasing drugs and healthy eating (Barrett, 2011). The logic behind encouraging health and wellness programmes is increasing healthy habits now to reduce the risks of bad health later (Pronk, 2014, p. 45). Health and wellness programmes include promoting preventive care, encouraging exercise, encouraging health education, hiring company doctors for any emergencies, managing stress wisely and healthy eating (Arena et al., 2013).

3.4.5 Disability insurance

Incapacity caused by the injury at the workplace is deemed compensation by the employer (Von Wachter, Song, & Manchester, 2011). Incapacity on the grounds of injury may be temporary or permanent. “If an employee is temporarily not able to perform his or her duties, the employer must investigate the extent of injury before disability insurance is concluded” (Maestas, Mullen, & Strand, 2013, p. 101). According to Maestas et al. (2013), employers are compelled to think of possible means of adapting the work of the employee in order to accommodate that employee. This requires that employers consult with the employee and examine the extent of disability and how it impacts on the performance of the employee. Then, any form of insurance can be awarded to the employee and for the fact that the disability occurred on the workplace (French & Song, 2014).

3.4.6 Discretionary employee benefits

Employers can grant employees discretionary benefits which are conferred on optional basis and are not compulsory or mandatory (Grogan, 2014). However, these benefits fulfil three duties:

- Protection programs are offered to employees and family members should any ill-health or loss of income occur to employees (Collins et al., 2012).
- Employees are given a chance to take time off with pay, for reasons based on illness, attending funerals, or attending other significant days (Brassey, 2013).
- The employee is accommodated in ways that grants him/her the chance to improve in various ways. The life insurance is provided to employees so that it protects the employee and members of his/her family (Wilfred et al., 2014). The organisation pays to the beneficiaries of the employee a certain stipulated amount at the death of the employee.

Retirement plans are provided to employees and amounts of money are offered to individual employees and their families at the time of retirement.

3.4.7 Employee benefits and the Human Resources perspective

According to the human resources perspective, employees are consistently ranking benefits as the main contributor leading to job satisfaction (Deakin & Morris, 2012). According to Shields et al. (2015), it is significant that HR professionals assist employees in making them completely aware of the benefits in the workplace. HR professionals also have to make employees aware of the options available to them and the value of the benefits packages

available. Employees can understand and ensure benefit programs through benefits workshops, HR-employee meetings, and social networking tools (Wilfred et al., 2014).

Employees who are given benefits that they are entitled to receive are more satisfied with their jobs (Mamorsky, 2015). Employees who are satisfied with their jobs, are more interested in their jobs and have the feeling that they are treated fairly. When employees are given benefits, they perceive their jobs as desirable, having high amount of job security, good pay, interesting work, and nice co-employees. “There is a positive relationship between employee benefits and job satisfaction” (Bendix, 2010, p. 109). Job satisfaction increases as employees are guaranteed of benefits they are entitled to have. Job satisfaction levels of employees ranges from very low to very high and anywhere in between. It is desirable for employees to be satisfied about their jobs for two reasons. Firstly, employees who are satisfied with their jobs may go an extra mile when performing their duties in the organisation or display organisational citizenship behaviours (OCBs) (Griffin & Moorhead, 2011). OCB’s are behaviours that are not compulsory in the organisation but are necessary for the effectiveness, efficiency and global competitiveness of the organisation. The second reason why job satisfaction is significant to employees is because satisfied employees are less likely to quit their jobs (Robbins et al., 2013). An employee who is satisfied in his/her employment may never consider looking for alternative employment. Only dissatisfied employees look for alternative employment and employment opportunities. Satisfied employees do not embark on strikes because they are satisfied in their employment (Ioannides et al., 2014).

3.5 Labour relations and communication

“Communication between employers and employees is important to produce harmonious employment relationships” (Broadbent, 2013, p. 96). Effective communication plays a vital role in reducing the possibility of conflict, strikes and for the survival of the entire organisation. Communication must be adequately monitored, especially in an environment where there is a diversity of cultures. Communication becomes essential in the workplace and to negotiation processes. If parties are able to communicate effectively, negotiation processes flow accordingly. Deegan (2014) states that a culture of good communication is conducive to effective negotiations and trust between employers and employees and hence, the labour relationship. The labour relations issues are resolved through effective communication, thereby producing harmonious employment relationships. Olivier (2015)

states that positive interactions between employers and employees lead to shared identity, common goals and increased trust between the entire workforce.

However, labour relation is complex in nature and involves interactions between various stakeholders, namely, employers, employees and the State (Grunig, 2013). It is, therefore, a tripartite employment relationship. “The relationship is a human relationship and is governed by rules and regulations” (Deegan, 2014, p. 21). Parties in the employment relationship are encouraged to communicate effectively and address labour relations issues in a sound and fair manner. Communication as a process requires one party to consider another while pursuing the desired results. Effective communication becomes vital to harmonious labour relations and to the survival of the entire organisation (Habermas, 2015, p. 10).

3.5.1 Definition of communication

Good relationships are based on effective communication between employers and employees (Habermas, 2015). Grunig (2013) state that, on average, people spend four fifths of their employment life communicating. Communication is one aspect that employers and employees cannot do without. Communication is significant in the employment relationship, and ensures that common understanding is achieved in pursuing the desired outcome. Communication is a “process whereby a sender transmits a message to a receiver, who interprets the message and bestows it with meaning” (Griffin & Moorhead, 2011, p. 89). The one who receives the message replies with his/her own message. Effective communication depends on whether the message communicated is analysed by the receiver in the same content that the sender intended. Communication comprises verbal (both written and oral) and non-verbal communication both of which are found in the employment relationship (Robbins et al., 2013).

Communication is the information in transition, and both parties have to receive the information in order to effectively perform the duties and activities assigned to them (Fielding, 2006). A number of factors can hinder the effectiveness of the communicated message. The factors may include stereotyping, the halo effect, perceptual defence, selective perception, projection and semantics.

- *Stereotyping*: This is when certain characteristics are projected to an individual just because of the group he/she belongs to, for example, a young black female employee may

be perceived as not having experience, being soft and not taken seriously in employment situations.

- *The Halo effect*: This occurs when, for example, an employee is characterised because of the group characteristics represented by that employee.
- *Projection*: Projection occurs when the receiver of the message falsely assumes that he/she is sharing the same beliefs, and opinions as the sender of the message. This may send the wrong information during the negotiation process, leading to conflict.
- *Attribution*: Attribution is the process of determining whether the behaviour observed in others is caused externally or internally. When the behaviour of the other party is judged by the negotiator it is referred to as the attribution process (Griffin & Moorhead, 2011).

3.5.2 Establishment of trust between the parties

Effective communication is the result of trust established in the workplace between the employers and employees (Burchill, 2014). “Effective communication guarantees the development of trust, as a forerunner for harmonious labour relationship” (Habermas, 2015, p. 15). Employers and employees should create a harmonious, conducive environment in which they listen and understand each other. Labour relationships take into consideration employees, not only as factors of production but also as individuals who bring their own needs, expectations and goals to the place of employment. Informal and formal communication takes place daily, either telephonic or face-to-face interactions. According to Petty and Cacioppo (2012), communication is significant in creating the right atmosphere for trust, negotiations and effective bargaining.

Employers and employees must effectively communicate in order to negotiate and bargain on issues such as involvement in decision-making and policy constructions. The LRA 66 of 1995 brought new labour changes regarding the employment relationship. Employees are allowed to bargain and organise freely with their employers, having the right to join trade unions and the right to strike. The Public Service Co-ordinating Bargaining Council (PSCBC) enhances effective communication between the State, employers and employees. This channel maintains the authority structure and is a formal channel for communication (Robbins et al., 2013).

3.5.3 Employee involvement and communication

As explained earlier, communication is the way in which employers and employees interact, and input by both sides effectively contributes to achieving good labour relationships. Collective bargaining assists parties to reach consensus because of employment interests that are not common (Valticos, 2013). Democracy also supports that employees must participate in decision-making processes. Employee participation refers to the ownership and management of employees in the organisation. Employee participation is defined by Robbins et al. (2013) as a style of management that permits employees, either individually or collectively, to participate meaningfully in and/or play a role in decision making and to the decision making of the entire organisation. Employee participation in the workplace gives employees more control and influence over their own work situations. Employee involvement, participation and communication vary from information sharing that is informal, to formal decision making (Fielding, 2006).

Employee participation occurs at different levels in the workplace, depending on whether the organisation is task-centered or power-centered. Task-centered communication involves decision making on the lower levels of the organisation (Deegan, 2014). Power-centered communication occurs in higher levels of employment and is related to the employee's department or the entire organisation. Employee participation through communication may occur in two different forms, which are direct and indirect employee participation. Direct participation occurs when employees are directly involved in the processes that occur in the workplace whereas indirect participation occur when the employee is represented in the processes at the workplace. Organisations are created in a way that employees are permitted to take part in the processes such as decision making in the organisations (Broadbent, 2013).

3.5.4 Listening skills

Listening skills make effective communication possible (Sieberhagen, Pienaar, & Els, 2011). However, no matter how much energy one party uses in order to communicate their needs, beliefs and concerns with the other, if the other party is not willing to listen and receive the information accordingly, communication will not be possible. People do not listen to understand/communicate but listen to respond and this usually happens when people are in conflict/loggerheads. Rather than listening to what the other person is saying, many people already process their response that is against what the other person is saying (Broadbent, 2013).

3.5.5 The ILO recommendations on communication

Communication in the employment relationship is guided by Recommendation No. 129 of the International Labour Organisation (ILO) (Swepston, 2013). It emphasises that it is in the common interest of employees and employers to identify the significance of mutual understanding within favourable activities efficiency and aspirations of the employee (Burchill, 2014). Communication is regarded by the ILO as significant and this authority recommends that employers and employees consult one another when establishing communication networks in the workplace in order to ensure effective communication and harmonious employment relationships (Watzlawick, Bavelas, Jackson, & O'Hanlon, 2011).

“Employment relationships involve human interactions in the workplace” (Watzlawick et al., 2011, p. 78). This relationship is based on the common understanding of making interactions work. Communication is part of the cornerstones of effective labour relationships (Griffin & Moorhead, 2011). According to Broadbent (2013), organisations cannot exist without effective communication between employers and employees. The labour relationship is complex and involves employers and employees to exchange information and create meaning in the work environment. The South African labour legislation and the ILO determine the rules that organisations must comply with/abide to regarding communication and labour relationship in various organisations (Sieberhagen et al., 2011).

3.6 Collective bargaining (CB)

“If not the key foundation of employment relations, collective bargaining forms part of the key foundations of employment relations” (Coleman, 2013, p. 54). Collective bargaining is the process where employers and employees negotiate working conditions, and the outcome depends on which party that exercises more power. Collective bargaining has been defined by Coleman (2013) as a method where employers and employees determine the terms and conditions of employment and regulate the employment relationship through the process of negotiation in order to reach consensus.

Collective bargaining has two main aims:

- The intention of collective bargaining is to control the terms and conditions of employment in order to promote harmonious employment relationships.

- Collective bargaining aims to resolve disputes between employers and employees in the workplace (Katz, 2012).

Villanueva (2015) defines collective bargaining as a process of meeting, convincing, presenting demands, haggling, of various cases and threatening until consensus is reached between employers and employees. The outcomes are determined by the political and the legal environment upon which collective bargaining occur. However, a failure to effectively bargain collectively between employers and employees constitute unfair labour practice under the South African labour law (Rothstein, 2015). The labour unrest or any other labour issues are linked to a failure to bargain collectively between employers and employees (Trif, 2013). When employers refuse to collectively bargain with the employees who are sufficiently represented in the workplace, it promotes labour unrest (Deegan, 2014). Therefore, it is understandable that collective bargaining remains the cornerstone of the employment relationships in South Africa and plays a major role in the resolution of disputes in the workplace. Negotiation is significant because it helps individual employees voice their thoughts in the workplace and having their work recognised by their employers. Opposition to change in organisations is dealt with through collective bargaining as a negotiation process (Villanueva, 2015).

3.6.1 Reaching consensus

Collective bargaining is viewed as a process between employers and employees to reach consensus and is characterised by a speed to reach mutual understanding because of economic, social and legal pressures (Hayter, Fashoyin, & Kochan, 2011). The bargaining process is regulated by power which determines who wins in the negotiation process. Reaching consensus between the parties is possible if there is effective negotiation in order to control and resolve disputes that may arise in the workplace. Reaching consensus helps to promote harmonious employment conditions and effectively assist in maintaining positive employment relationships (Magruder, 2012).

3.6.2 Collective bargaining as a negotiation process

Collective bargaining as a negotiation tool is used in employment relationships to produce harmonious employment relations in the workplace (Chan & Hui, 2014). Trade union representatives promote the interests of employees during collective bargaining since negotiations are set to benefit the employees who are members to trade unions. When

employers refuse to bargain collectively with sufficiently recognised trade unions, labour unrest is increased in the workplace. “Failure to bargain collectively leads to conflict between employers and employees, and this conflict leads to serious arguments that promote labour unrest” (Rothstein, 2015, p. 36).

Collective bargaining as a negotiation process is very important in the workplace because it resolves challenges arising in the workplace. “Collective bargaining permits employees to voice their concerns and opinions in the workplace and allows employers to recognise their work” (Rothstein, 2015, p. 36). The intention of collective bargaining is for employers and employees to negotiate and reach mutual understanding in order to strengthen the employer-employee relationship. However, according to Burchill (2014), collective bargaining is conducted in order to address the incompatible interests, which affect the employment relationship in the workplace. Employees have to be involved during collective bargaining when the conflicting issues are resolved. Employees play a role in the processes of production in the workplace and productive relationships must be maintained (Holtzhausen, 2012).

However, employers refuse to bargain collectively with the unions. This matter is shown in the case between National Union of Metal Workers of South Africa and Others vs Transnet Soc Limited (JA96/2014) [2015] ZALAC 46; (2016) 37 ILJ 638 (LAC); [2016] 1 BLLR 47 (LAC) (6 November 2015). In this case, the employer (Transnet) refused to bargain collectively with the union representatives until such time that the union meets the threshold of representativeness set out in the recognition agreement signed by the unions. NUMSA embarked on strike in order to force the employer to meet its demands. The union was not entitled to strike without an advisory award. Recent Court findings state that if the issue in dispute concerns refusal to bargain, an advisory award must have been made in terms of Section 135 (3)(c) of the LRA (Burchill, 2014). The employer locked out the union members because of it being an unprotected strike. Harmonious employment relationships lead to effective communication between employers and employees. “Effective communication creates trust and productive employees who spend time doing well for the organisation” (Chan & Hui, 2014, p. 92).

Collective bargaining is characterised by power, having employers exercising greater power over employees (Valticos, 2013). Even though employers possess this power, employees can

remind employers that if they did not produce services, the employer would not have made the profits. Therefore, employees play a role in making the profits for their employers. According to Grogan (2014), employees can withhold labour if they wish and by doing so, employers suffer the economic loss more significantly.

“The demands of employers and employees during collective bargaining are brought forward because both parties are eligible to loss” (Collins et al., 2012, p. 145). Employers are aware that employees have the power that can be displayed through labour unrest. However, employers also have the power that is shown through lockout. Labour unrest is a result of failure between the parties to reach mutual understanding concerning matters of mutual interest. Collective bargaining maintains conflict in the workplace through reaching consensus. “Collective bargaining ensures harmonious employment relationships and resolve any other conflict that may arise in the workplace” (Burchill, 2014, p. 144).

3.6.3 The aims of collective bargaining

“Collective bargaining aims to reach consensus between the employers and employees” (Wallenstein, 2011, p. 61). This is achieved through compromise made by employers and employees towards reaching consensus. Collective bargaining ensures that peace in the workplace is maintained; equality is promoted and plays a role in preserving social and economic freedom (Katz, 2012). Researchers agree that collective bargaining intends maintaining positive employment relationships and peace in the workplace. Collective bargaining settles disputes and avoids conflict in employment. Employers and employees resort to collective bargaining in order to restore order and maintain harmonious employment relationships (Steenkamp & Bosch, 2012).

Katz (2012) illustrates that collective bargaining satisfies the following three roles:

- It plays an economic role when determining the wages of employees and sets reasonable principles which employees have to abide to. The effects of collective bargaining can affect other sectors of the economy. For example, if employers and employees reach consensus that employee wages must be increased in the wool industry; the prices of wool will have to increase thus affecting customers.
- Collective bargaining satisfies the social duty because it implements labour justice policies that are protecting employees from exploitation by management.

- Collective bargaining satisfies the political role because it allows employees to voice issues that affect their employment lives, thereby promoting democracy in the workplace. Employees are given an opportunity to voice their opinions during the processes of collective bargaining regarding issues that endanger their lives in the workplace.

Collective Agreements (CA) refer to the mutual understanding that employers and employees reach through the process of collective bargaining (Deegan, 2014). Collective agreement is defined in Section 213 of the LRA 66 of 1995 as a written agreement concerning the terms and conditions of employment or any other matter of mutual interest between, (i) one or more registered trade unions and (ii) one or more employers, or one or more registered employers' organisations (Laubscher et al., 2014). The LRA 66 of 1995 recognises the significance of collective bargaining as a process that controls the employment relationship in the workplace to reduce conflict. Employers and employees are bound by the collective agreement reached through collective bargaining. The LRA 66 of 1995 state that collective agreements are binding for the entire period of the agreement on the members of trade unions or employers organisations who were members when the agreement became binding or who became members after the agreement became binding (Brown, 2014). Collective agreements become binding both in the present and the future.

“Procedural agreements and substantive agreements are two basic types of collective agreement” (Bendix, 2010, p. 100). Procedural agreements stipulate the manner in which employers and employees in the workplace handle employment relationships. Substantive agreements control the duties and the rights of employees and employers regarding the exchange of benefits for services tendered. A collective agreement binds parties for a period of 30 days after it has been signed unless otherwise stated. Collective agreements on periods that are not clear can be ended on reasonable grounds (Mulvaney, 2014).

3.6.4 The duty to bargain (Bargaining collectively)

Failing to bargain collectively in South African labour law constitutes an unfair labour practice (Johnson, 2016). The labour relations issues that arise in the place of employment are characterised by the failure to bargain collectively between employers and employees in the workplace. For this reason, the South African Courts imposed bargaining as a duty to regulate labour issues that arise as a failure of collective bargaining (Olivier, 2015). Employers and employees are encouraged to ‘bargain in good faith’. Bargaining in good

faith means that the party in dispute shows sincere intention to achieve a resolution by not exhibiting behaviours that suggest a predetermined position (Du Plessis & Fouché, 2015). Parties in dispute must show the willingness to reach consensus with the other party and not delay or set conditions of bargaining that are not reasonable to the other party. The need for collective bargaining as a negotiation process arises when the employer-employee relationship needs to be reviewed or when conflict of interest needs to be addressed (Trif, 2013).

Further to bargaining in good faith, it is significant that employers and employees in negotiation processes do not adjust the conditions of bargaining, rather a position based on sound arguments should be adopted (Ross, 2008). The right to engage in collective bargaining to every employer, employer's organisation and trade union is stipulated in Section 23(5) of the Constitution. This means that both parties have a duty to take part in collective bargaining processes (Robbins et al., 2013).

Collective bargaining in South Africa is understood in two different ways. Firstly, the LRA 66 of 1995 explains it as a **duty** to bargain collectively, while the South African Constitution refers to a **right** to engage in collective bargaining (Grogan, 2014). However, these two interpretations are criticised judicially. Collective bargaining is a labour relations issue since employers refuse to bargain collectively and effectively with employee representatives (Johnson, 2016). This leads to issues such as illegal strikes, unfair dismissals and unfair labour practices. These labour issues create uncondusive employment relationships in the workplace and affect the production in the organisation.

3.7 Historical background of collective bargaining

The South African history is comprised of inequality, unprotected strikes and non-recognition of black employees in the organisations (Mottiar & Bond, 2011). Black unions had no duty or right to bargain collectively with their employers. Black employees were not classified as "employees" under the labour legislation of the time. The government introduced and promoted the Industrial Conciliation Act 11 of 1924 (ICA) which was the first law to control collective bargaining (Beck, 2013). This legislation did not cover black employees and, as a result, they could not bargain collectively with their employers (Bendix, 2010). Black employees in the workplace were regulated by the Black Labour Relations Regulations Act 48 of 1953, which provided them with a controlled right to strike. However, unprotected

labour unrest by black employees increased during this period (Ross, 2008). The ICA was changed into the Labour Relations Act 28 of 1956 which provided the jurisdiction of collective bargaining in South Africa (Ross, 2008).

3.8 The expansion of collective bargaining under the Constitution (1996)

The Bill of Rights accepts provisions called equality clauses, as contained in Chapter 2 of the Constitution of the Republic of South Africa (Deegan, 2014). Section 23 (1) of the Constitution gives everyone the right to fair labour practices. These provisions include both employers and employees (Collins et al., 2012). Based on the South African employment history, it is evident that the intention of the Constitution drafters was to promulgate consensus among employers and employees in collective bargaining in a labour environment. According to the Constitutional Court and the Supreme Court of Appeal, the logic behind collective bargaining is based on employers who enjoy greater economic and social power than individual employees do. Therefore, it is correct to say that collective bargaining involves the right on the part of those who engage in it to exercise economic power against their adversaries. Employers exercise greater power over employees and make it difficult to bargain effectively. Hence, employees need to act in concert in order to offer the right to collectively bargain with their employers. According to Brassey (2013), employers and trade unions bargain collectively as an industry.

Section 23 (5) of the Constitution of the Republic of South Africa refers to a right to engage in collective bargaining. Freedom to bargain collectively compliments the right to engage in collective bargaining (Burchill, 2014).

3.8.1 The aspects of collective bargaining

Collective bargaining is defined under the following aspects:

- ***Collective bargaining as a communication process***

Collective bargaining is a significant process of communication and it reveals the challenges that are related to communication. The process of collective bargaining allows employers and employees to convey each other's demands, needs, and attitudes and to take each other into consideration in the process. However, as a process of communication, collective bargaining is dependent on successful verbal language that is used in the process of collective bargaining for communication purposes. Regarding non-verbal communication, a significant role is

played by the traditions/culture because it has an influence on language interpretations (Broadbent, 2013).

- ***Collective bargaining as a negotiation tool***

Collective bargaining is known and understood as a negotiation process aimed at a sustainable economic position and promotes the employer-employee relationship. The behaviour of employers and employees involved in the negotiation process is closely monitored. It is acknowledged that conflict forms part of our daily lives and is generated by economic and cultural differences between people. According to Chan and Hui (2014), if collective bargaining is accepted as an interactive approach, which is a human relationship, it is easy to understand why conflict exists in the negotiation process. Conflict is alleviated through collective bargaining because it satisfies the needs and the goals of the negotiation process (Valticos, 2013).

- ***Collective bargaining as a conflict control tool***

The perception of collective bargaining as a method of controlling conflict is currently the most dominant approach. Collective bargaining is widely known as a process of controlling conflict between employers and employees in the employment relationship. However, both parties must sufficiently participate in the negotiation process and actively maintain their positive employment relationships. Collective bargaining reduces tensions through the participation of both parties in the process. Hence, the employment relationships in South Africa are regulated by collective bargaining (Deegan, 2014).

- ***Collective bargaining as an economic tool***

Collective bargaining aims to improve the terms and conditions of employment and negotiate the remuneration of employees. Employees withhold labour during the course of labour unrest with the intention of compelling the employer to accept their demand. Collective bargaining is viewed as the economic activity where the price of the product is negotiated (Hayter & Weinberg, 2011).

- ***Collective bargaining as a management technique***

Organisational management is influenced by collective bargaining because managers conform to the rules when dealing with employees on matters such as remuneration,

promotions and overtime. “Employers are compelled to take employees into consideration, and consult with them on matters of mutual interest” (Katz, 2012, p. 74). However, some forms of discipline are concluded upon during collective bargaining processes such as holding pay. Trade union representation has increased since collective bargaining was established. Trade union representatives have become agents of collective bargaining who negotiate and represent employees during negotiation processes. Collective bargaining is perceived as a process that encourages collective decision-making, consultation and participation by employers and employees. Collective bargaining compels employers to conform to organisational rules and to act in good faith when consulting with the employees. Collective bargaining also forbids employers from applying violent measures of discipline (Katz, 2012).

3.9 The interpretation of collective bargaining in the context of the Labour Relations Act 66 of 1995

The right to bargain collectively in South Africa is controlled by two principal ways namely, the Constitution of the Republic of South Africa and the Labour Relations Act 66 of 1995. Section 65 of the LRA 66 of 1995 does not explain collective bargaining, but encourages collective agreements that emerge as a result of collective bargaining. The LRA 66 of 1995 indicates how trade unions should interact in collective bargaining and what rules and procedures must be utilised in order to effectively bargain collectively. The duty to bargain in good faith is not contained in the current LRA 66 of 1995 but provides the right to freedom of association and organisational rights that assist trade unions to establish a bargaining relationship. The LRA 66 of 1995 provides that refusal to bargain collectively may lead to strikes or lockout. Employers and employees cannot be forced by the Courts to bargain collectively although employees can use strikes to compel employers to bargain with them.

3.10 The Commission for Conciliation, Mediation and Arbitration (CCMA)

The labour disputes in South Africa are resolved by the CCMA (Robbins et al., 2013). The obligation of the CCMA is perceived as fair and neutral. “Legal experts fully understand that the labour laws and legal systems of South Africa are products of the South African history” (Hopt & Steffek, 2013, p. 90). While the CCMA remains an independent tripartite institution, it is also a product of historical struggle and the agreement between government, organised labour and business. At the face of it, the CCMA remains an institution where there is engagement like all other tripartite institutions in South Africa. “The law is not made

by the CCMA, rather its obligation is to interpret the law that is promoted as a result of agreement between employers and employees” (Nolan-Haley, 2012, p. 109).

Disputes that cannot be resolved by private procedures or bargaining councils can be referred to the CCMA for conciliation. If not resolved through conciliation, they must be referred to arbitration or adjudication (Moffitt & Bordone, 2012). The CCMA is funded by the State but is independent, having jurisdiction throughout South African employment matters (Moore, 2014). The CCMA has the relationship with private agencies and may authorise private agencies to perform some or all of its duties. Commissioners and senior commissioners are the main judicial functionaries of the CCMA (Merrills, 2011).

3.10.1 Functions of the CCMA

Section 115 (1) and (2) of the LRA 66 of 1995 set out the multi-faceted duties of the CCMA. “The CCMA attempts to resolve disputes, firstly through conciliation and arbitration” (Benjamin, 2013, p. 110). The CCMA only has jurisdiction over matters referred to in terms of the LRA 66 of 1995 because it is statute by nature (Bosch & Steenkamp, 2012). The main function of the CCMA is to conciliate or arbitrate employment disputes. The CCMA also has a duty to publish procedures of its own. It is important to discuss conciliation as the first step of dispute resolution.

3.10.2 Conciliation

Either party may refer disputes about matters of mutual interest between employees and trade union or between the employer and employer’s organisation to the CCMA for conciliation (Du Plessis & Fouché, 2015). According to Benjamin (2013), the CCMA board appoints a Commissioner who must conciliate the dispute within 30 days and which may include fact finding processes and mediation. The duty of commissioners is to assist employers and employees reach consensus. Reaching consensus is not by force since Commissioners have no power besides seizing, and inspecting documents. The proceedings of conciliation are confidential and conducted ‘without prejudice’. This outlines that Commissioners may not be compelled to announce issues that were dealt with in the conciliation meetings (Van Graan, 2014).

Before the commencement of conciliation, the CCMA emphasises that it has jurisdiction to conciliate by determining, inter alia, whether the disputes have been referred within 30 days,

and that the matter in disputes arose after the LRA 66 of 1995 was drafted (11 November 1996). If parties are registered employers and employees organisations in the workplace, the CCMA has jurisdiction to conciliate and arbitrate the matter in dispute (Mohan & Lampert, 2013). Moore (2014) states that if bargaining council has jurisdiction, the matter has to be referred to that council and not the CCMA. Commissioners have no authority to punish any party for the offence, but must apply to the Labour Court for any punishment. Employers and employees themselves or officials of employers' organisations or trade unions may attend the conciliation meetings. The success of conciliation means that the commissioner must write down that the issue has been resolved and the certificate which states the issue is resolved ends the matter (Strong, 2014). "If the dispute remains unresolved, any party may refer the dispute to the Labour Court for adjudication or arbitration" (Strong, 2014, p. 111).

3.10.3 Arbitration

A dispute may be resolved through arbitration if conciliation has failed. The CCMA appoints a commissioner who arbitrates the dispute. Arbitration proceedings may be made within 90 days from the date on which the conciliation certificate was given. If parties do not comply with this time limit, their application may be condoned on 'good cause' (Yee, 2013). Section 138 (4)(c) states that officials of genuine but not registered trade unions and employers' organisations may not be represented in the Labour Court or CCMA proceedings (Moore, 2014). Only officials of registered trade unions and employer's organisations are given the right to appear in the CCMA proceedings or the Labour Court. Employers and employees are legally represented in all other disputes (Frege & Kelly, 2013).

According to Brown (2014), legal practitioners who are not labour consultants, may not avail themselves in any proceedings of conciliation or arbitration, unless they are genuine officials of the employers' organisations or trade unions. However, trade unions and employers organisations cannot be considered genuine if they are formed with the intention of allowing consultants to act in CCMA proceedings. Commissioners are ordered to carry out arbitration proceedings in a genuine and appropriate manner (Brown, 2014). This helps in speeding and dealing with the 'substantial merits' of the dispute with minimum intervention of legal practitioners and in a fair manner. The phrase of 'subject to the discretion of the commissioner' means that real evidence and other documentaries have to be presented by employers and employees and witnesses need to be called and questioned by the other party.

This phrase does not mean that employers and employees can dispense with or do without the rules of natural justice. If they do without the rules of natural justice, the award can be reviewed according to Section 145 of the LRA 66 of 1995 (Merrills, 2011).

The CCMA award in arbitration proceedings is ‘final and binding’ and must be imposed as if it were an order of the Labour Court. “The CCMA awards cannot be appealed against” (Moore, 2014, p. 61). Review applications are issued within six weeks from the date on which the award was given or if there is suspected corruption, six weeks from the date on which the applicant became aware of it (Benjamin, 2013). The grounds for review are set out in Section 145 (2) of the LRA 66 of 1995. These include misconduct by the arbitrator, extreme powers of the arbitrator, and irregularity in the arbitration proceedings. Extreme power use occurs when the arbitrator arbitrates the dispute outside the framework of the LRA 66 of 1995, for example, granting parties in dispute relief that is more than what is permitted by the LRA 66 of 1995 or resolving a disputes that falls outside arbitrator’s jurisdiction (Van Graan, 2014). Improperly obtained awards and bribing the arbitrator are not considered genuine by the Labour Courts. The Labour Court indicated that the commissioner must reach conclusions that are justifiable relating to the evidence set before the Court. Justifiability has to do with how the commissioner reached conclusions, the assessment of how the commissioner evaluated the issue of dispute at hand, and the way on which the law was applied by the commissioner (Fergus, 2013).

Issues arising under BCEA 75 of 1997 and the Employment Equity Act 55 of 1998 are conciliated and arbitrated by the CCMA with the consent of the parties in dispute (Holtzhausen, 2012).

3.10.4 Methods of minimising frivolous cases

Some questions arose around the area of research as to what Commissioners would do in order to minimise the amount of cases referred to the CCMA (Welsh & Schneider, 2013). Three categories were considered: the screening process, the con-arb process and giving more power to the commissioners in dismissing cases that are not genuine (Moore, 2014).

3.10.4.1 Screening processes of the CCMA

Appropriate paper work is completed by the claimant (usually the employee) when there is a dispute that arose between employers and employees and paper work is mailed or hand

delivered to the CCMA (Yee, 2013). The other party (the employer) should be given the documentation, and this is a requirement. The CCMA team of case management conciliates and screens the documentation of the dispute made. However, there is still insufficient knowledge of what exactly is the screening process and the criteria that is applied when accepting or declining the case. The CCMA Annual Report recorded that 41.8% of the cases referred to the CCMA are declined at the conciliation stage. Hence, pre-conciliation process, a stage before conciliation was put into practice where 18.9% of the cases referred were appropriately dealt with (Steenkamp & Bosch, 2012).

The majority of the participants are not aware of the pre-conciliation process but it is indicated that its aim is to improve the cases in the entry level and speed up the resolution of disputes in a cost effective manner (Gilligan, Johns, & Rosendorff, 2010). Even though the CCMA screenings are considered effective, some employees still do not like the idea. Employees believe that a single large, stricter screening process would contribute to minimising the number of frivolous cases referred to the CCMA. A suggestion by the trade union representatives is that the case management team must consist of dispute resolution experts, preferably commissioners or judges and lawyers who have retired and have the sufficient information to review cases at a deeper level (Van Graan, 2014). The case management team immediately accepts the dispute for resolution or dismiss the case completely. However, the CCMA seems to succeed through the pre-conciliation methods (Moore, 2014).

Respondent employees suggested that case referrals must be done in person and that there must be a dispute resolution expert to evaluate cases (Brown, 2014). Although respondents perceive screening processes as preventing the number of cases referred to the CCMA, demanding respondents to make referrals in person is less likely to minimise the number of case referrals. Consequently, the emphasis is on the screening processes rather than requiring the respondent to be present at the time of referral. Strict screening processes involve improving administration and pre-conciliation services (Rothstein, 2015).

It is suggested by Welsh and Schneider (2013) that trade unions are held accountable for the cases referred by their members. Trade unions are held responsible for the cases referred to the CCMA by the members. The award issued by the CCMA should be given to trade union representative rather than to the individual respondents/employees (Wallenstein, 2011).

3.10.4.2 Authority of commissioners

The present system of the CCMA grants Commissioners the power to dismiss a case at the stage of conciliation if the Commissioner determines that the case does not fall under the jurisdiction of the CCMA or that the Commissioner cannot conciliate the dispute (Welsh & Schneider, 2013). However, sometimes Commissioners fail to apply the legal principles and end up reaching unfavourable decisions. This is highlighted in the case of *South African Transport and Allied Workers Union and Others v Commission for Conciliation mediation and arbitration* (J 1082/11) [2014] ZALCJHB 471 (26 November 2014) where the commissioner determined the fairness of a dismissal without taking into consideration that it was a dismissal for participating in a protected strike. However, the Court ruled that this act is susceptible to review if the omission resulted in the Commissioner taking an unreasonable decision. It is held that when the Commissioner has misconstrued the nature of the dispute before him/her or has undertaken the incorrect enquiry, the resultant award becomes reviewable. The research findings by Grogan (2010) suggested that commissioners should be awarded authorities to dismiss cases at conciliation stage if the case has no merit and is considered frivolous in the first attempt. Employers and employees concur that this will help minimise the frivolous cases referred to the CCMA (Frege & Kelly, 2013).

3.10.4.3 Conciliation-arbitration (Con-arb)

According to Frege and Kelly (2013), the Amended Labour Relations Act 12 of 2002 allowed the process known to many as the conciliation-arbitration that was introduced as part of the dispute resolution process. The core aim of this process was to speed up the process of dispute resolution. Con-arb is defined by Andrykovich, Wisniewski, and Swift (2014) as the mechanism in which the parties in dispute and a third neutral party attempt to reach a voluntary agreement through conciliation or mediation and if unsuccessful, immediately move to arbitration with the same third party. The advantage of con-arb process is that it speeds up the process of dispute resolution and in most circumstances employers and employees only need to attend one hearing (Andrykovich et al., 2014). Con-arb is critiqued because some of the mediators and arbitrators do not have sufficient necessary skills to achieve different roles and that some information (often confidential) obtained in the process may cause bias, or be used against the other party in the final decision (Hodges, Benöhr, & Creutzfeldt-Banda, 2012).

Employers and employees perceive con-arb processes differently. Besides the criticism that mediators/arbitrators do not have sufficient skills to conduct con-arb, a suggestion by Andrykovich et al. (2014) was raised that con-arb should be dealt with on a single day but by two different commissioners. Employer respondents display a dislike in the processes of the con-arb because it involves detailed preparation and evaluation when the matter can be resolved at conciliation. Conciliation is informal and generally demands limited preparation because it generally involves addressing the facts of the matter (Temba, 2013). Con-arb, on the other hand, involves detailed presentation of the matter because if the conciliation is not successful the matter proceeds straight to arbitration, which requires extensive preparation. However, previous research by Temba (2013) indicated that whether employers and employees subscribed to con-arb or not, con-arb is not considered contributing to the elimination of frivolous cases. Therefore, con-arb as a dispute resolution process has no effect on the referral of frivolous cases (Brown, 2014).

3.11 Conclusion

This chapter discussed collective bargaining, which included reaching consensus, the duty to bargain and collective bargaining as a negotiation process. Effective communication was discussed which included trust between employers and employees, listening skills and the ILO Recommendation on communication. Employee benefits were discussed which included remuneration, retirement benefits, health and wellness programmes and disability insurance. These are some of the factors that promote labour unrest within organisations. The definition of these factors have been covered in the chapter. The chapter also discussed the CCMA which is the main body of dispute resolution in South Africa, as well as its functions. The conclusions have been drawn on the CCMA as it reduces frivolous cases referred to it.

CHAPTER FOUR

THE RESEARCH METHODOLOGY

4.1 Introduction

This chapter explains the research methodology underpinning this research project. The chapter presents the research design, research approaches/paradigms, study site, target population, sampling strategy adopted, sample size, data collection instrument and data analysis. The research is quantitative in nature and uses questionnaires as the main data collection tool.

4.2 Problem statement

Recent articles indicated that the government introduced the Expanded Public Works Programme (EPWP) which afforded temporary employment to South African youth. As part of the EPWP, the South African National Roads Agency Limited (SANRAL) provided temporary employment to South African youth. The development of EPWP has contributed to labour unrest in the public sector due to the lack of employee benefits, poor communication and poor collective bargaining between employers and employees. This research is conducted to explore the extent to which employee benefits, collective bargaining and communication influences labour unrest in the construction industry where temporary employment is offered. Hence, the problem statement is: To what extent does the lack of employee benefits, collective bargaining and communication influence labour unrest in the construction industry where temporary employment is offered?

4.3 Objectives of the study

The objectives of this study are:

- To determine the influence of employee benefits on labour unrest.
- To establish the extent to which collective bargaining influences labour unrest.
- To determine the extent to which communication influences labour unrest.
- To determine the extent to which employee benefits, collective bargaining and communication influences labour unrest and to indicate their interrelatedness.

- To assess the extent to which the construction employees varying in biographical profiles (age, gender, marital status, level of education, job category, number of dependents) differ in the perceptions of the factors influencing labour unrest respectively.

4.4 Sampling techniques and description of the sample

A population is defined by Creswell (2013) as the composite group of people, events or things of interest that the researcher wishes to investigate. A sample is a subset of the population, which comprises of the members selected from the population. The researcher used a sample to draw conclusions that are generalisable to the entire population of interest (Matthews & Ross, 2014). In simplest terms, the sample reflected the entire population and individuals in the sample are called subjects whilst single elements of the population are called elements. The researcher drew a sample from the population using a sampling technique to save time and costs as guided by Denscombe (2014).

Sampling techniques refer to the methods that the researcher uses to select the study sample (Stevens, 2012). The aim is to ensure that a representative sample is obtained for the study. Babbie (2015) defines sampling as ‘the process of selecting the right individuals, objects, or events as representatives of the population of interest. Therefore, there are two main categories of sampling techniques, namely, probability and non-probability sampling.

Probability sampling entails that every element in the population has an equal chance or probability of being selected as sample subjects. Researchers extract representative samples using probability-sampling processes and generalise the results to the entire population. Sarantakos (2012) states that probability techniques yield valid estimates of the population parameters and produce valid deductions about the population. The types of probability sampling are simple random sampling, stratified random sampling, systematic sampling and cluster sampling (Collis & Hussey, 2013). Non-probability sampling is the opposite of probability sampling because the elements in non-probability sampling do not have an equal chance of being selected as sample subjects. Types of non-probability sampling include convenience sampling, purposive sampling, judgement sampling and quota sampling (Bryman & Bell, 2015).

In this study, a form of cluster sampling called area sampling was used. Area sampling is a form of probability sampling and the representativeness is the ultimate goal in probability sampling (Hair Jr, Wolfinger, Money, Samouel, & Page, 2015). Probability sampling in this study ensured that people were cautiously chosen in order to effectively represent the entire population. The researcher used area sampling in order to select a representative sample. Area sampling is a sampling method where people are selected for inclusion in the sample with a purpose in mind (Hair Jr et al., 2015). “Area sampling is a technique that gathers information from specific targets, which means specific types of people provide the desired information from a particular area” (Sarantakos, 2012, p. 66). Area sampling enabled the researcher to decide which participants to include in the sample. This kind of sampling enabled the researcher to choose participants who are readily available or who will best provide the needed information and conform to criteria set by the researcher. Hence, area sampling was considered appropriate in selecting the participants from the Quarry Road West Informal settlement (QRWIS) where the study is focused. Area sampling was used to select a representative sample and enabled the researcher to recognise key elements of the population who are able to provide in-depth and relevant data. Therefore, the goal of area sampling is to put emphasis on specific characteristics of the sample being studied (Bernard & Bernard, 2012). Characteristics included the views and emotions concerning the factors that influenced labour unrest at the Umgeni Road Interchange Construction Site (URICS) and how the employers played a role in handling the labour issues at the workplace. This kind of data enabled the researcher to answer the research questions and clarify them accordingly.

Matthews and Ross (2014) state that the sample size deals with the number of elements chosen from the population to form the sample. The sample should be of reasonable size, meaning that it should not be unreasonably large or unreasonably small (Stevens, 2012). The sample should be of optimum size. The sample that is of reasonable size or optimum size is able to adequately represent the population, exercise efficiency and display reliability (Sarantakos, 2012).

In this study, the researcher focused on the construction employees who have worked at the Umgeni Road Interchange Construction site (URICS) and reside at the Quarry Road West Informal Settlement (QRWIS), Kwa-Zulu Natal, thereby amounting to 58 such employees. According to Sekaran and Bougie (2011) population-to-sample size table, for a population of 58 employees, the corresponding minimum sample size should be 50 employees (Table 4.1).

Hence, the researcher approached the headman of the QRWIS and the headman introduced the researcher to employees who worked at URICS. It was assured by using a pre-screening question that confirmed that all 50 construction employees are from the QRWIS.

Table 4.1
Composition of Sample

Biographical Variable	Frequency	Percentage
Job Category		
Construction	26	52
Assistant	24	48
Gender		
Male	28	56
Female	22	44
Marital Status		
Never married	28	56
Married	7	14
Divorced	8	16
Widowed	7	14
Age		
Up to 29 years	8	16
30-39 years	25	50
40-49 years	27	34
Education		
Some schooling	11	22
Matric	31	62
Diploma/certificate	8	16
TOTAL	50	100

From Table 4.1 it is evident that the majority of the respondents are construction employees (52%), male (56%), have never been married (56%), are between the ages of 30 to 39 years (50%) and have matriculated (62%). The demographic profiles are also graphically depicted (Figure 4.1 to Figure 4.5).

Figure 4.1
Job category of respondents

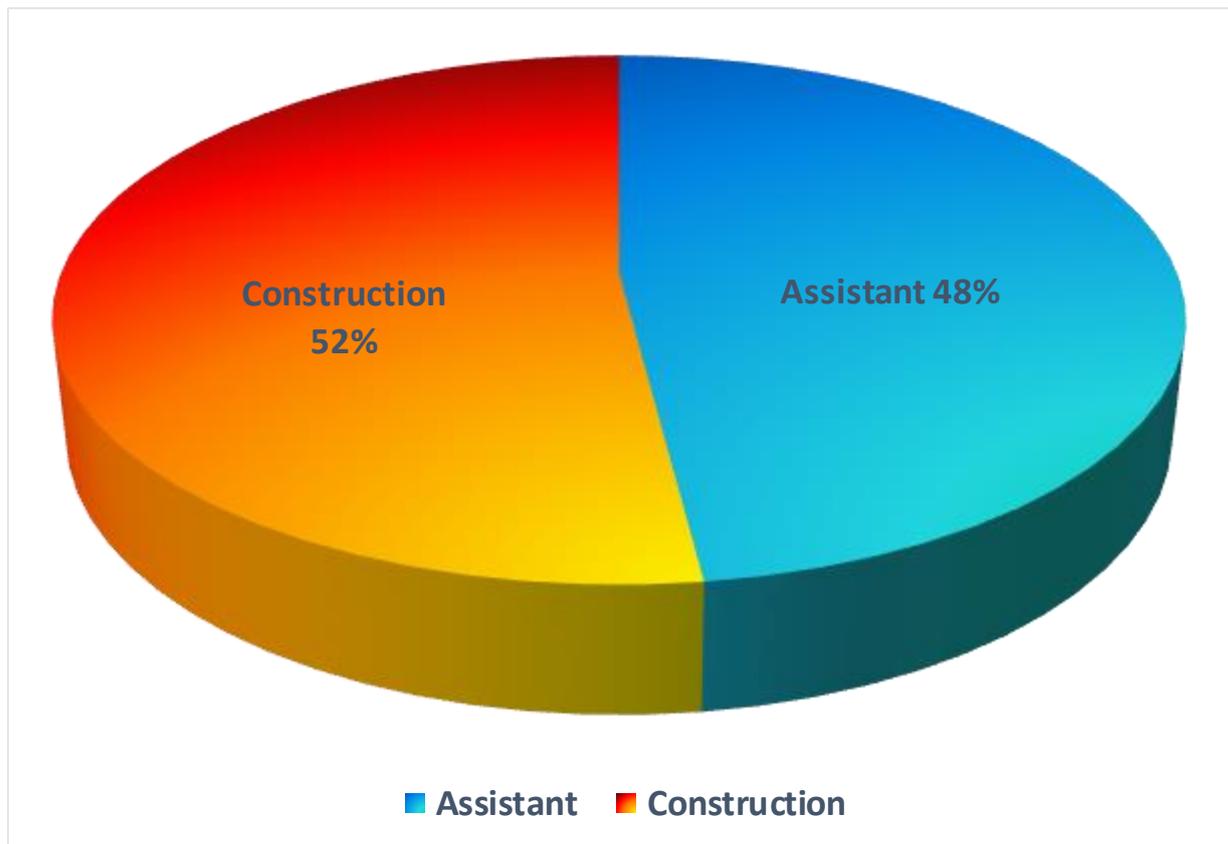


Figure 4.1 reflects that 52% of the respondents were construction employees and 48% were assistants.

Figure 4.2
Gender of respondents

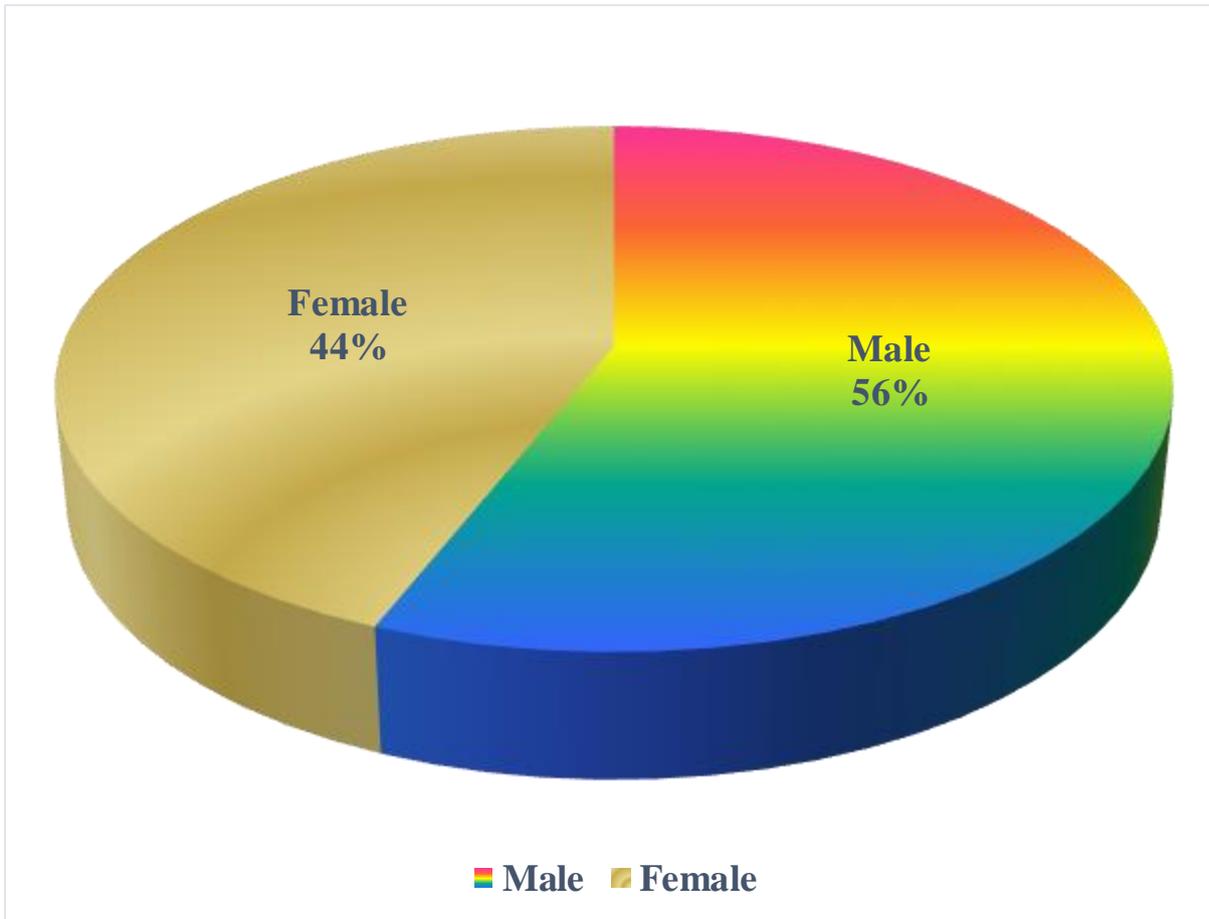


Figure 4.2 displays that 56% of the employees were males and remaining 44% were females.

Figure 4.3
Marital status of respondents

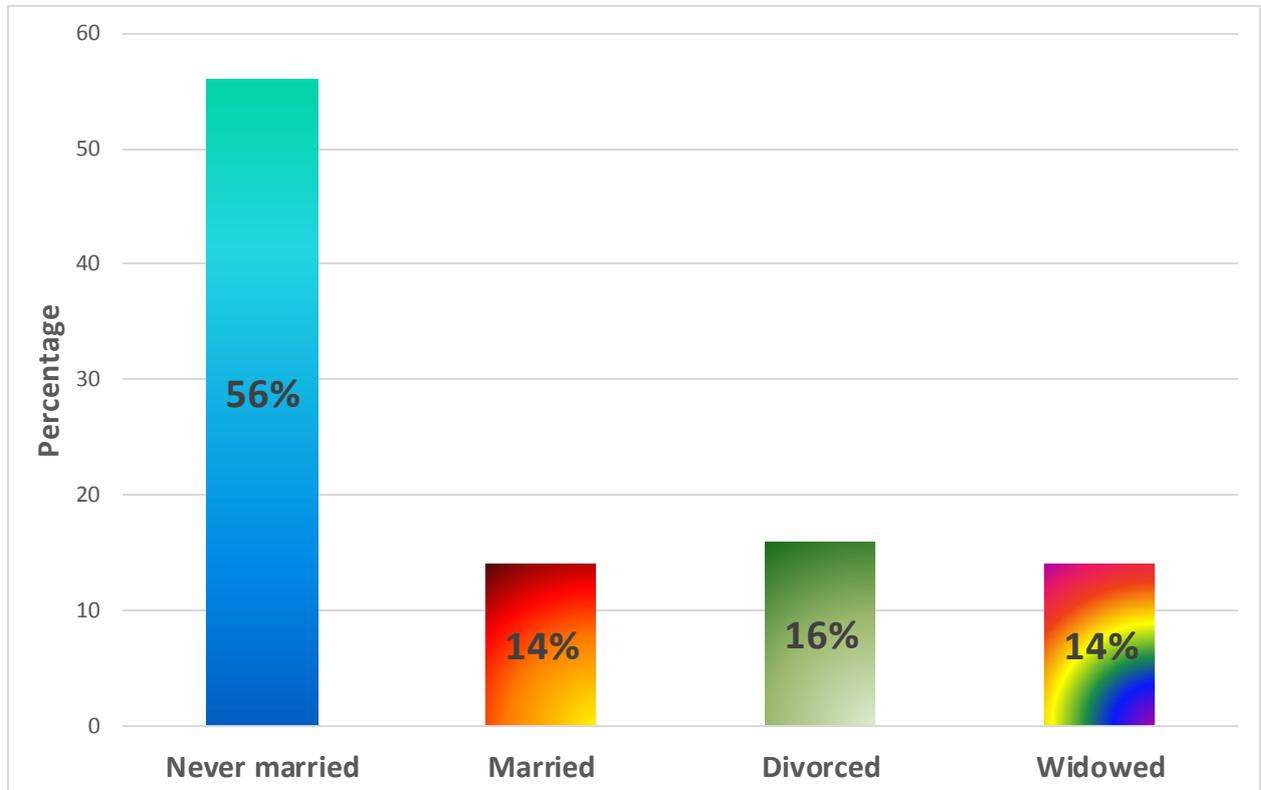


Figure 4.3 indicates that the majority of the employees were never married (56%), whilst 16% are divorced and an equal percentage are married (14%) and widowed (14%).

Figure 4.4
Age of respondents

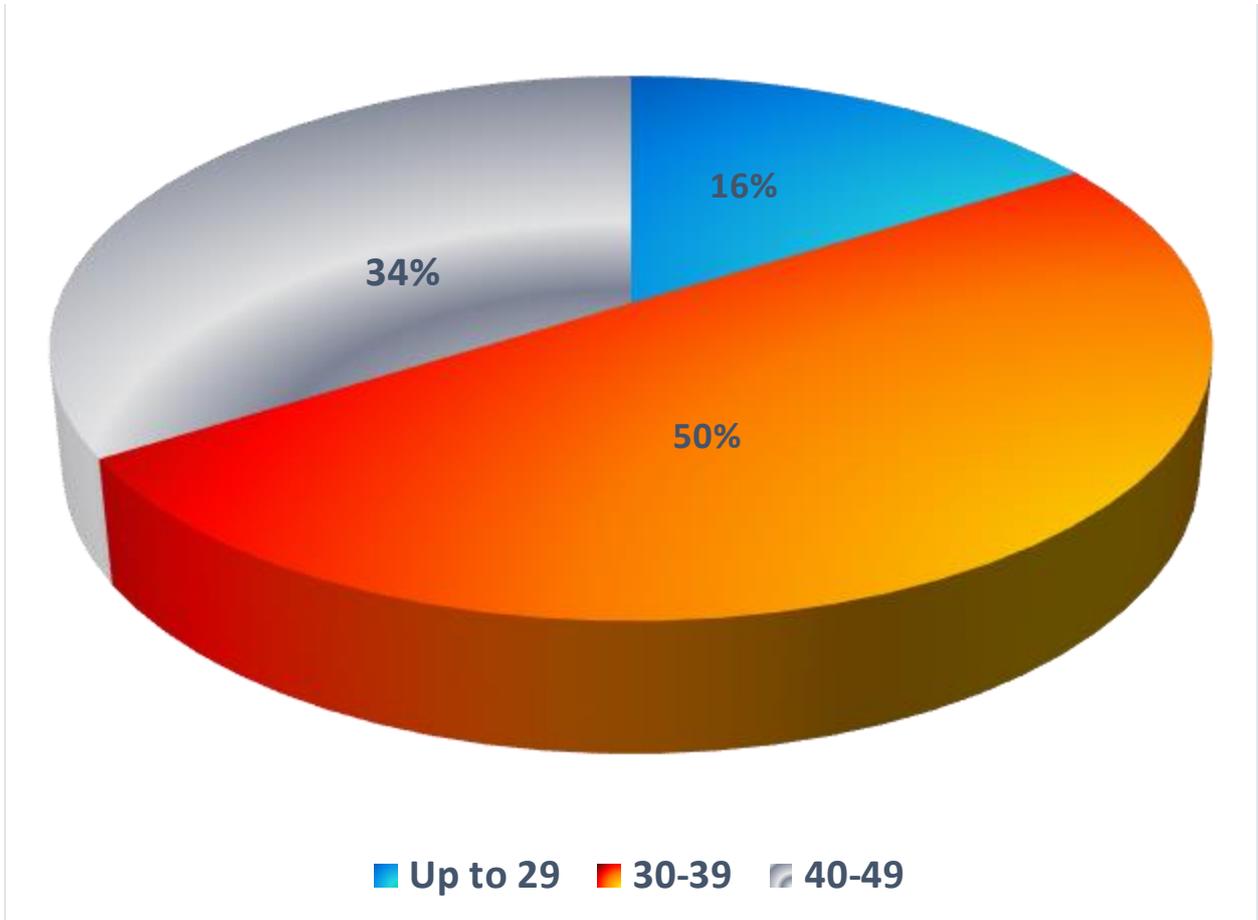


Figure 4.4 reflects that 50% of the employees were between the 30-39 years, followed by those who are 40-49 years (34%) and then those who are up to 29 years old (16%).

Figure 4.5
Education of respondents

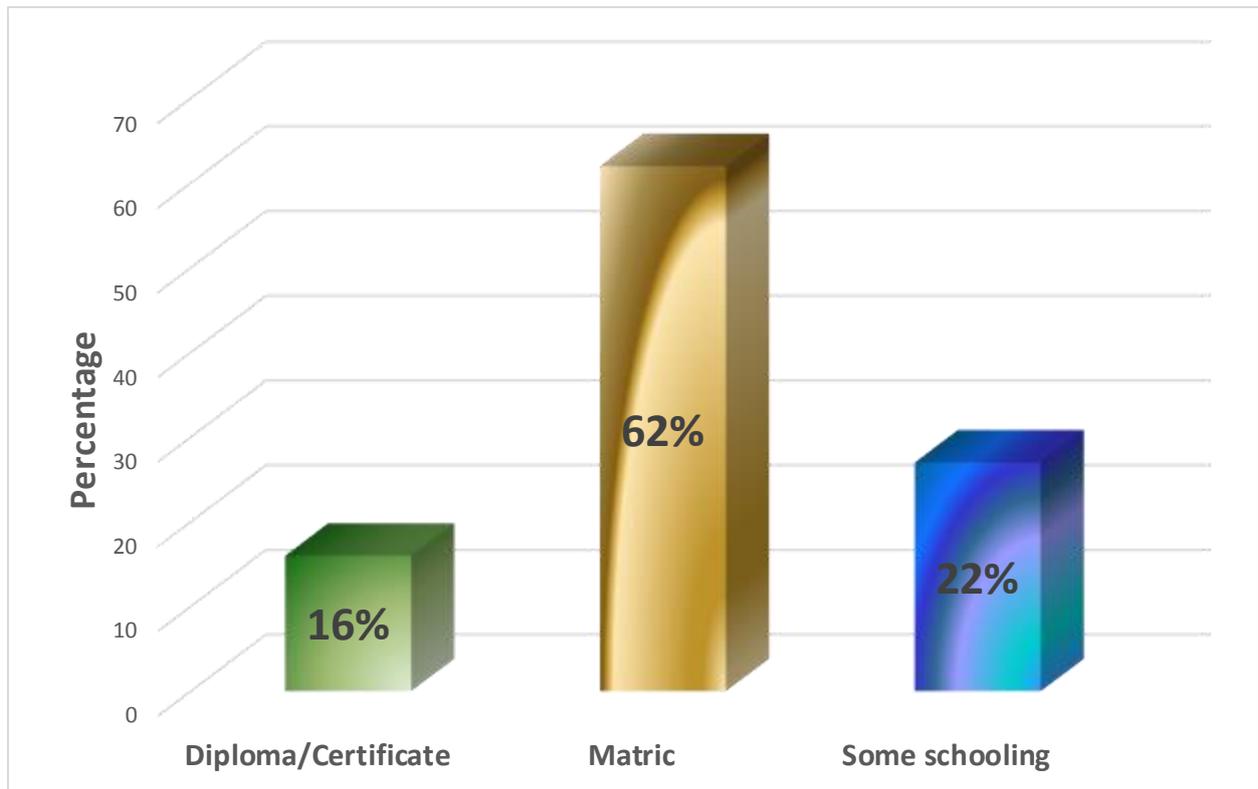


Figure 4.5 indicates that the majority of the respondents have matriculated (62%) whilst 22% have some schooling and 16% have a Diploma/certificate.

4.5 Data collection

Data is defined as the information that is gathered throughout the research whereas data collection methods are the devices used by the researcher to collect data (Bryman, 2015). Data can be obtained either from primary or secondary sources. Primary data is obtained when the researcher gathers information directly from his/her subjects (Babbie, 2015). Examples of primary data include getting information directly from the individuals (could be via one-on-one interviews) and focus groups. Secondary data involves the collection of information from sources that have been recorded or sources that are already in existence (Bryman, 2015). Examples of secondary data include the archives and organisational records, newspaper articles and websites that contain useful information to be used by the researcher. In this study, primary data was used to collect the required data. Primary data was collected using questionnaires as the main data collection method in this study. The researcher chose questionnaires because this data collection method allows the researcher to

effectively access the views and opinions of the respondents regarding the research problem at hand and to quantify the data as the researcher intended.

4.5.1 Description of the questionnaire

Questionnaires are tools that help researchers get information about what people do, what people have, know, and what people want (Babbie, 2015). The questionnaire in this study comprised of a list of questions, which included clear instructions and provided space for answers. The questionnaire in this research had an intention that related to the objectives of the research and was rigorous from the beginning because it determined the validity and reliability of the results. The aim of a questionnaire in this study was to acquire proof and perceptions about experiences from people concerning an issue. In this study, the questionnaire was used as the main tool of data collection.

The design of the questionnaire was given thorough consideration which demanded effort and detailed planning by the researcher in order to ensure the collection of useful information. The researcher followed a series of stages in the development of the questionnaire ranging from initial considerations, question content, phrasing and the format of response, the sequence of questions, the overall layout, pre-test (Pilot testing) and the final questionnaire, as prescribed by Bernard and Bernard (2012).

4.5.2 Construction of the questionnaire

The construction of the questionnaire was split into three different elements:

- Determining the questions to be asked
- Choosing the question type for each question and,
- Constructing the question sequence and overall questionnaire layout

The questions in the questionnaire were titled and not cluttered up with unnecessary headings and numbers. However, a brief introductory statement that explains the upcoming questions was useful, especially in circumstances where the introductory letter could be lost. Contact details of the researcher and the return information was contained in the questionnaire. The questions and answer choices were attractively and neatly laid out in the questionnaire. The researcher was consistent in aspects such as the wording of questions. The factor that affected the way in which respondents answered the questions was the length of the

questions. Long questions can discourage and confuse the respondents (Sarantakos, 2012). Therefore, the researcher used short questions that are easy to understand and to answer.

In order for the respondents to complete the questionnaire, the researcher began with questions that are of interest to the respondent. The sequence of the questions was designed in the sense that, interesting and easy questions were at the beginning in order to get the respondent in to the mood of completing the questionnaire.

The questionnaire that was used in this research is made up of five sections:

- **Section One:** Biographical data

The biographical data required participants to provide information on their age, gender, marital status, level of education, job category and number of dependents.

- **Section two:** Employee benefits

Seven items were phrased to assess employees' views on their employee benefits.

- **Section three:** Collective bargaining

Six items tapped into employees' views on the degree of collective bargaining in their employment process.

- **Section four:** Communication

Four items were designed to tap into employees' perceptions of the nature of communication in their job.

- **Section five: Open ended questions**

One open ended question allowed employees to report the things they may want to say regarding the factors that influenced labour unrest at the URICS.

The items in Sections 2, 3 and 4 were constructed using a five point Likert scale ranging from Strongly Disagree (1), Disagree (2), Neither agree nor disagree (3), Agree (4) and Strongly Agree (5). The participants indicated the level to which they agree or disagree by crossing the block in the spaces provided. For example, high scores displayed stronger respondent perceptions of labour unrest at the URICS. Short question displayed what construction employees think about the factors that influenced labour unrest at the URICS.

4.5.3 Administration of the questionnaire

In this study, pilot testing was conducted by the researcher as a small scale, trial run of preparing for the main research. Pilot testing is often used to pre-test or try out the research

instrument to assess if it measures what it is supposed to measure (Punch, 2013). However, the pilot study does not guarantee the success of the research, but it increases the probability that the study will be successful (Matthews & Ross, 2014). Pilot study addressed the following issues before the actual study was conducted.

- The comprehensibility of research instructions;
- Checked whether the researcher was sufficiently skilled throughout the process
- The wording of the questionnaire
- The effectiveness and efficiency of the statistical and analytical processes
- And lastly, the validity and reliability of the questionnaire.

Before the researcher conducted the actual research, a pretest was conducted whereby friends, family members, and colleagues were used as research participants and the questionnaire was then piloted using 8 employees from the study environment. In this research, the advantage of conducting a pilot study was to give warning in advance to the researcher concerning the reliability and validity of the research outcomes and identify errors in the entire research project. Pilot studies provide the researcher with warnings as to why the study may be useless or fail (Zikmund, Babin, Carr, & Griffin, 2012).

The value of the pilot study cannot be underestimated because things do not always go the way researchers have planned even if they have done it before (Babbie, 2015). Hence, it became clearer to the researcher that pilot study was to be conducted in order to prevent the unnecessary errors. The following three values of a pilot study were taken into consideration:

- Pilot studies are compulsory in order to identify possible flaws in the procedure and in the operationalisation of the independent variables. The above value of the pilot study is very much applicable, especially in the current research studies (Bernard & Bernard, 2012). When utilised in this study, it confirmed that the only way to reach the employees was via the headman.
- Pilot studies are significant because they detect ambiguous and unclear items in a questionnaire. This is important in order to ensure questionnaires are easy to understand and are completed with valid answers. Ambiguous items in a questionnaire may lead to respondents giving invalid and misleading answers (Bryman, 2015). This was valuable in

the current study to ensure that the questionnaire was understood by the respondents as translation was required.

- Respondents display non-verbal behavior during the pilot study which may give valuable information about any discomfort that may be experienced regarding the wording of the questionnaire. Therefore, pilot studies give advance warnings regarding where the research can fail. Pilot studies also show, where research rules may not be followed (Matthews & Ross, 2014). In this study, the pilot study proved that not only the words had to change in translation but also identified pitches/expressions.

A pilot study was conducted in order to ensure that the respondents fully understood the questionnaire despite any challenges and that they were able to complete it in a correct way. A pilot study was conducted with questionnaires already translated into isiZulu. The pilot study was conducted on 8 construction employees. The pilot study was conducted by the researcher in order to check the appropriate wording of the questionnaire, whether it makes sense to the respondents and whether the questions asked were relevant and appropriate (Bryman, 2015).

The results of the pilot study suggested that employee benefits, collective bargaining and communication are core factors that led to labour unrest. After the pilot study was completed, the researcher was confident to conduct the actual research because the results of the pilot study were as expected in the actual study. Once the pilot study was completed, the questionnaires were distributed to the employees residing in the Quarry Road West Informal Settlement. Each questionnaire had a consent form attached to it outlining the nature and purpose of the entire project and that participation in the study was voluntary with no monetary benefits. The respondents were required to sign the consent form. However, the study focused on construction employees who worked at the site and had not included important stakeholders such as employers and SANRAL representatives. Questionnaires were translated into isiZulu due to the illiteracy level of the respondents residing in the informal settlement who were not versed in the English language.

4.6 Data analysis

Data analysis is defined as the art of examining raw data in order to draw conclusions about a particular phenomenon (Sarantakos, 2012). The procedures of data analysis are divided into

quantitative and qualitative approaches (Babbie, 2015). Quantitative approaches used various statistical techniques in order to analyse and make sense of data. Qualitative approaches make sense of data gathered from sources such as interviews, on-site observations and documents. Qualitative techniques start with classifying themes in the data and the relationships amongst these themes. This study used quantitative techniques. The data gathered was analysed using descriptive and inferential statistics (Stevens, 2012). However, the choice of data analysis used in this study is aligned with the research paradigm, and addresses the relevant research questions.

4.6.2 Descriptive statistics

Descriptive statistics comprise of frequencies, measures of central tendency and measures of dispersion (Ritchie, Lewis, Nicholls, & Ormston, 2013). Descriptive statistics notified the researcher of the variable's central tendency, and the significance of the standard score of a participant on a certain research factor. Descriptive statistics were used in this study in order to notify the researcher of the number of times (frequency) in which different answers emerge on a certain measure (Teddle & Tashakkori, 2009).

4.6.2.1 Frequencies

Frequencies are described as the number of times in which a response occurs in a category and in a given time accordingly (Sarantakos, 2012). In this study, frequencies allowed the researcher to calculate the percentages of the occurrences of certain factors and these were represented on bar graphs and pie charts. Frequencies and percentages were used in this study in order to present the summary of the study sample.

4.6.2.2 Measures of Central Tendency

Measures of central tendency comprise of the mode, median and the mean (Bryman & Bell, 2015).

- **Mode**

As stated by Punch (2013), the mode is the least stable and least common of the three measures of central tendency. It is the only appropriate variable for nominal data. The mode is the easiest measure of central tendency because it appears most frequently in any distribution which makes it easy to be read in any frequency distribution (Sarantakos, 2012).

- **Median**

In order of size, the median is the middle score in a distribution of data, whether interval or ordinal. However, the median is typical in the sense that it focuses on the central point rather than in the extreme ends in the distribution. The median divides the distribution into two equal parts in order to come up with a middle score (Creswell, 2013). The median is the middle number in a distribution of odd numbers in a measurement. When there is an even number of measurements in a distribution, the median is the average of the two middle numbers in a distribution (Matthews & Ross, 2014).

- **Mean**

Sarantakos (2012) states that the mean is obtained by adding the measurements in a distribution and dividing by the total number of measurements. The mean is the most stable measure of central tendency and is used the most for statistical inference. The balance point in a distribution is determined by the mean and is influenced by both the size/magnitude of the researcher's measurements and the numeral measurements put in place.

4.6.2.3 Measures of dispersion

Zikmund et al. (2012) indicate that measures of dispersion determine how spread out the data is from one another. The measures of dispersion consist of the range, standard deviation and the variance (Babbie, 2015).

- **Range**

The range is defined as the difference between the largest and smallest measurement of the raw scores (Babbie, 2015). The range is obtained by subtracting the lowest value from the highest in a measurement. However, the range is considered misleading and unstable measure of variability because it only focuses on the two values (highest and lowest) and does not use the other values in the distribution (Collis & Hussey, 2013). For example, two different data sets with the same maximum and minimum values will have the same range, regardless of the spread of the values in between (Babbie, 2015).

- **Standard deviation**

The standard deviation was used in this study to determine the measure of how much, on average construction employees differ from the sample mean. The standard deviation is the

most commonly used measure of dispersion/spread because it removes the variance square and expresses the deviation in their original units (Denscombe, 2014). However, like the mean, some extreme scores may affect the standard deviation.

- **Variance**

The standard deviation and the variance are used regarding the measure of dispersion. However, what is to be noted is that the variance can never be negative. The higher the variation between the values, the bigger the average deviations, leading to bigger sample variance (Bryman, 2015).

4.6.3 Inferential statistics

Inferential statistics allows the researcher to start making inferences about the hypotheses on the foundation of the data gathered. Inferential statistics generalise further the data in the research to uncover some patterns that already exist in the target population. The research study used various inferential statistics techniques to test the hypotheses, namely, Correlation, Wilcoxon signed ranks test, Mann Whitney U test and Kruskal Wallis/Analysis of variance.

4.6.3.1 Correlation

Correlation is a method that examines the relationship between two variables (Bryman, 2015). In addition, correlation takes into consideration three aspects of relationships. There are:

- The presence or absence of a correlation, that is, the presence or absence of a relationship, whether or not there is a correlation (relationship) between the variables being studied.
- The direction of correlation, that is, whether the relationship is positive/direct or negative/inverse.
- The strength of correlation, that is, whether the existing correlation (relationship) is strong or weak (Creswell, 2013).

Correlation in this research will be used to identify the existence and strength of the relationship between two variables. For example, intercorrelations will be computed between the dimensions of employee benefits and the dimensions of collective bargaining, between the dimensions of employee benefits and the dimensions of communication and, between the dimensions of collective bargaining and the dimensions of communication.

4.6.3.2 Wilcoxon signed ranks test

Wilcoxon signed ranks test is a non-parametric test used to test whether the average value is significantly different from a value of three (the central score) (Neuman, 2002). This is applied to Likert scale questions. It is also used in the comparison of the distributions of two variables. For example, in this study the Wilcoxon signed ranks test will be used to determine whether there is significant agreement amongst the employees that the lack of employee benefits significantly influences labour unrest in the URICS.

4.6.3.3 Mann Whitney U Test

Mann Whitney U test is a non-parametric test of statistical significance that is developed to determine whether the results gathered through data analysis are statistically significant, or whether they make sense and not taking chances or happening by mistake (Bryman & Bell, 2015). Mann Whitney test was used in this study to compare differences between two independent groups of cases in one variable.

4.6.3.4 Kruskal Wallis Test /Analysis of Variance (ANOVA)

Kruskal Wallis test is equivalent to Analysis of variance and was used in this study when there are more than two independent groups which have to be compared on one quantitative measure or score (Sarantakos, 2012). Kruskal Wallis tests are used to determine whether samples are originating from one distribution or more. ANOVA tests whether the average scores of the groups are different to each other. ANOVA is suitable if:

- There is a normal distribution of quantitative variable in each population
- The variance (spread) of variables is the same in all variables (Creswell, 2013).

For example, in this study, Kruskal Wallis Test will be used to assess whether there is a significant difference in the perceptions of employees varying in biographical profiles (gender, age, marital status) regarding the employee benefits having the potential to impact on the labour unrest of employees at the Umgeni Construction site respectively.

4.7 Psychometric properties of the questionnaire

An instrument is defined as a device that is used to measure data. There is an important psychometric properties that all measurement instruments must fulfill, that is, validity and reliability (Bryman, 2015).

4.7.1 Validity

Validity in this study is defined as a term that is specified to the point to which conclusions and findings of research accurately reflects the exact concept that the researcher investigates or has already investigated. The question in quantitative research posed by validity was such whether or not the assessment tool and questions are relevant to the study. Face and content validity was ensured using pre-testing and, the pilot study that was conducted amongst the URICS employees.

4.7.2 Reliability

Creswell (2013) defined 'reliability' as a term that is used to describe the consistency of a measure. Consistency means that the results are always the same every time the test is conducted no matter how many times tests are given. The reliability of a measure also assesses the 'goodness' of a measure. The reliability obtained with repetition of a measure is called test retest reliability (Bernard & Bernard, 2012). The stability and consistency of responses were only assessed by observing the consistency of responses from participants when assisting them to complete the questionnaire.

4.8 Conclusion

This chapter encompassed the research methodology and statistical methods that were used to analyse data from questionnaires. The chapter highlighted the research design that was used and the data collection procedures used for analysis. Conclusions of the entire project were drawn from the statistical analysis of data.

CHAPTER FIVE

PRESENTATION OF RESULTS

5.1 Introduction

This chapter assesses the extent to which the lack of employee benefits, collective bargaining and communication influences labour unrest in the construction industry where temporary employment is offered. Employee benefits focus on remuneration, retirement benefits, overtime remuneration, disability insurance and the availability of health and wellness programs. Collective bargaining reflects on the negotiation process, ability to bargain collectively, the conflict control tool and bargaining councils. Communication assesses the process of communication, trust, understanding of the language and listening skills. In this chapter, the results are presented using tabular and graphical representations. Data is analysed using descriptive (measures of central tendency and dispersion, frequencies percentages) and inferential (correlation, Wilcoxon signed ranks test, Kruskal Wallis test and Mann Whitney U tests) statistics.

5.2 Descriptive statistics

Respondents' perceptions of employee benefits, collective bargaining and communication as factors having the potential to influence labour unrest at the Umgeni Road Interchange Construction Site (URICS) were assessed using a 5 point Likert scale. The higher the mean score, the greater the level of dissatisfaction with the dimension having the potential to influence labour unrest at the construction site (Table 5.1 to Table 5.3).

Table 5.1

Descriptive statistics: The influence of the lack of employee benefits on labour unrest

(n = 50)

Dimension	Mean	Std. Dev.	Min.	Max.
Lack of employee benefits	3.87	0.757	1	5
Poor remuneration	4.64	0.485	4	5
Poor medical care	2.78	1.093	1	5
Pension contribution	3.00	0.833	1	5
Poor availability of health and wellness programmes	3.74	0.723	2	5
Poor retirement benefits	4.58	0.609	2	5
Lack of disability insurance	4.10	0.735	2	5
Lack of overtime remuneration	4.24	0.822	2	5

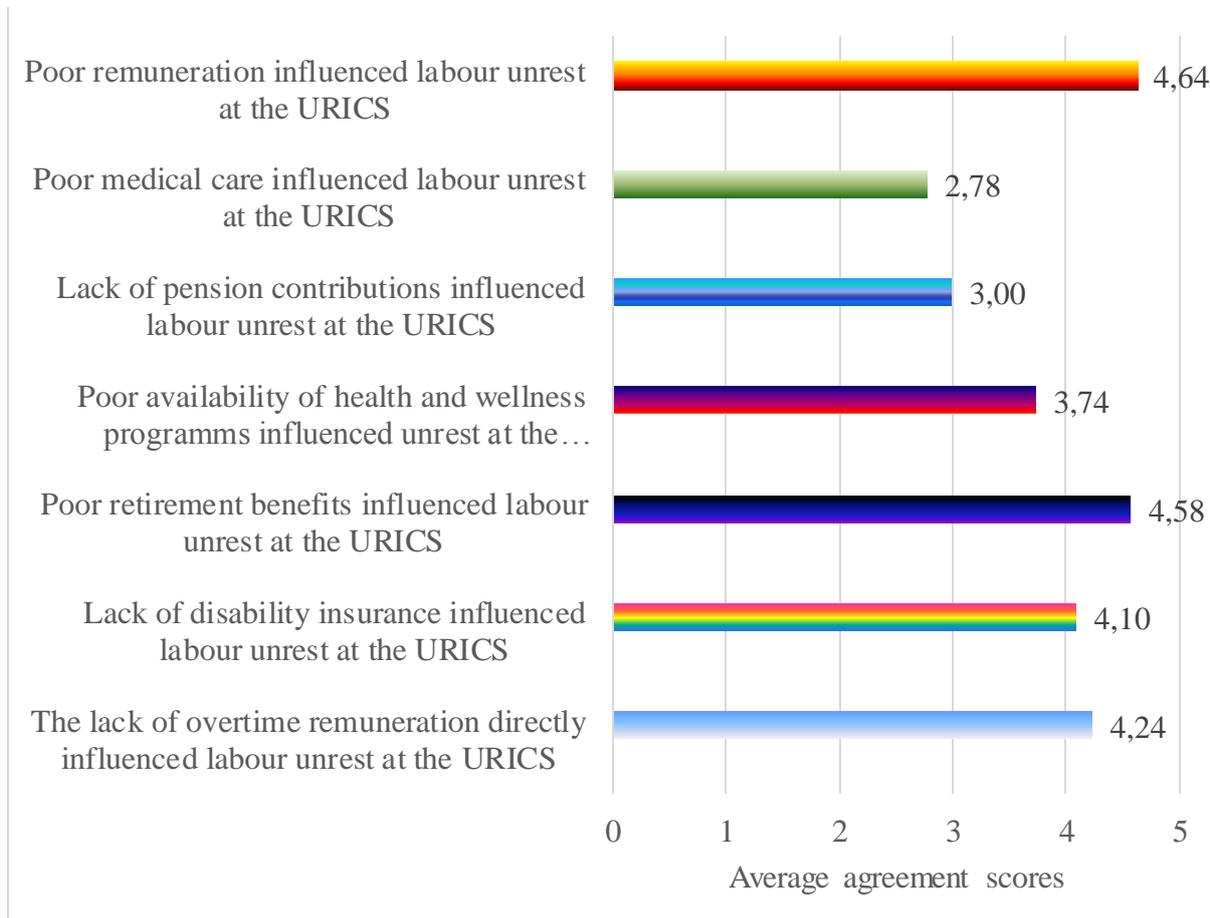
From Table 5.1 it is evident that the lack of employee benefits (Mean = 3.87) is contributing to labour unrest. Mean score values were assessed to determine the dimensions that contributed the most to labour unrest and in descending level of impact these dimensions are:

- Poor remuneration (Mean = 4.64)
- Poor retirement benefits (Mean = 4.58)
- Lack of overtime remuneration (Mean = 4.24)
- Lack of disability insurance (Mean = 4.10)
- Poor availability of health and wellness programmes (Mean = 3.74)
- Lack of pension contribution (Mean = 3)
- Poor medical aid (Mean = 2.78)

The results, based on mean score values, are graphically presented in Figure 5.1.

Figure 5.1

Bar Graph: The influence of the lack of employee benefits on labour unrest



In order to assess exactly what benefits the employees are unhappy with frequency analyses were undertaken. The results indicate that 36% of the employees agree and a further 64% strongly agree that they are poorly remunerated, 30% agree and a further 4% strongly agree that they have poor medical care, 26% agree and 2% strongly agree that there is a lack of pension contributions, 72% agree and a further 6% strongly agree that they have poor availability of health and wellness programmes, 36% agree and a further 62% strongly agree that they have poor retirement benefits, 58% agree and a further 28% strongly agree that they have a lack of disability insurance and 52% agree and a further 20% strongly agree that there is a lack of overtime remuneration. Evidently, employees are most dissatisfied with their remuneration, retirement benefits, lack of disability insurance, poor availability of health and wellness programmes and lack of overtime remuneration and believe that these factors contributed the most to labour unrest at the URICS. Whilst some unhappiness was expressed in terms of poor medical care and lack of pension contributions, these factors were overshadowed by the other factors in contributing to labour unrest at the URICS.

Table 5.2

Descriptive statistics: The influence of aspects of collective bargaining on labour unrest (n = 50)

Dimension	Mean	Std. Dev.	Min.	Max.
Poor collective bargaining	4.22	0.532	1	5
Poor negotiation processes	4.44	0.501	4	5
Lack of a conflict control tool	4.14	0.535	2	5
Poor bargaining councils	3.52	0.839	2	5
Lack of a communication process	4.26	0.443	4	5
The failure to reach consensus between the parties	4.80	0.404	4	5
The failure to bargain collectively between the parties	4.18	0.388	4	5

From Table 5.2 it is evident that poor collective bargaining (Mean = 4.22) is contributing to labour unrest. Mean score values were assessed to determine the dimensions that contributed the most to labour unrest and in descending level of impact these dimensions are:

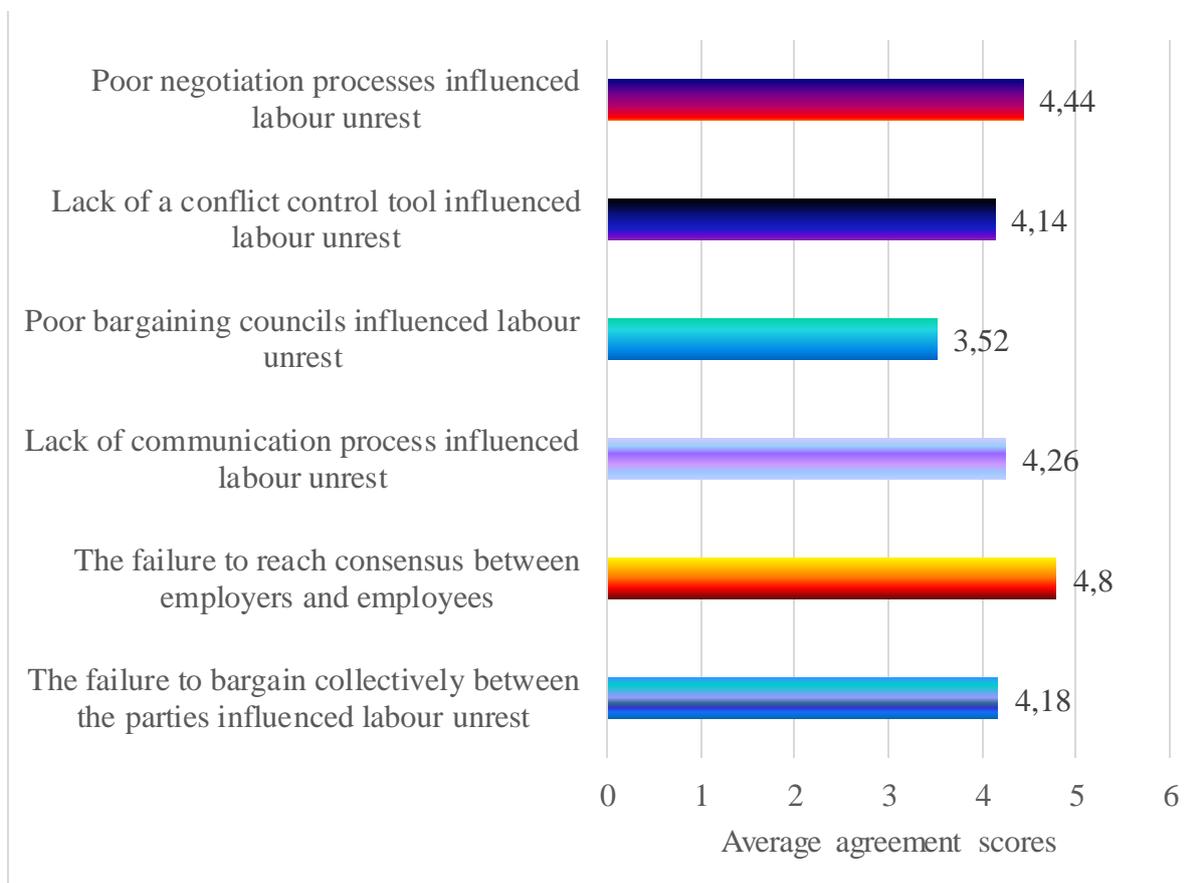
- The failure to reach consensus between the parties (Mean = 4.80)
- Poor negotiation process (Mean = 4.44)

- Lack of communication process (Mean = 4.26)
- The failure to bargain collectively between the parties (Mean = 4.18)
- Lack of a conflict control tool (Mean = 4.14)
- Poor bargaining councils (Mean = 3.52)

The results are graphically presented in Figure 5.2.

Figure 5.2

Bar Graph: The influence of the aspects of collective bargaining on labour unrest



In order to assess what factors of collective bargaining the employees are not satisfied with frequency analyses were undertaken. The findings indicate that 56% of employees agree and a further 44% strongly agree that there are poor negotiation processes, 76% agree and a further 20% strongly agree that lack of conflict control tool influenced labour unrest at the URICS, 44% agree and a further 10% strongly agree that there are poor bargaining councils,

74% agree and a further 26% strongly agree that there is lack of a communication process such as collective bargaining, 20% agree and a further 80% strongly agree that there is failure to reach consensus between the parties, 82% agree and a further 18% strongly agree that there is failure to bargain collectively between the parties. Evidently, employees are dissatisfied with the poor negotiation processes, lack of conflict control tool, poor bargaining councils, lack of communication processes, failure to reach consensus and failure to bargain collectively between the parties.

Table 5.3

**Descriptive statistics: The influence of aspects of communication on labour unrest
(n = 50)**

Dimension	Mean	Std. Dev.	Min.	Max.
Lack of communication	3.69	1.172	1	5
Poor listening skills	3.04	1.029	1	5
Lack of trust between the parties	4.52	0.544	3	5
Lack of understanding of the language	2.58	0.785	1	5
Poor communication	4.60	0.606	3	5

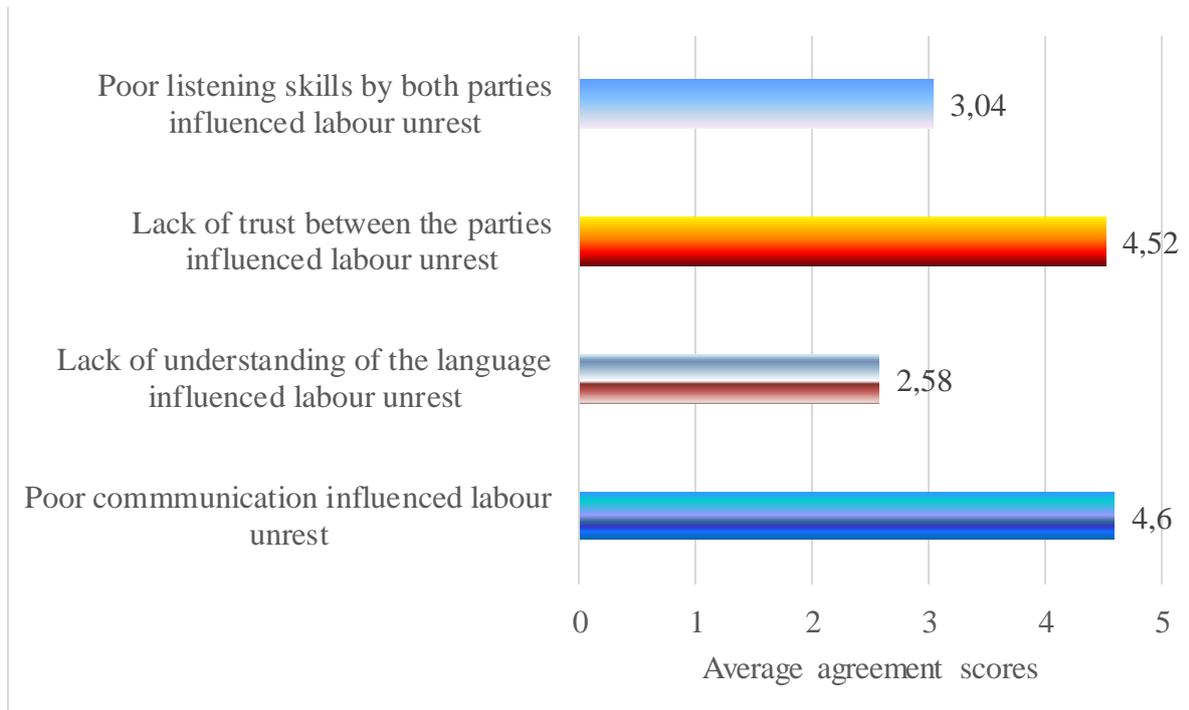
From Table 5.3 it is clear that lack of communication (Mean = 3.69) is contributing to labour unrest. Mean score values were assessed to determine the dimensions that contributed the most to labour unrest and in descending level of impact these dimensions are:

- Poor communication (Mean = 4.60)
- Lack of trust between the parties (Mean = 4.52)
- Poor listening skills (Mean = 3.04)
- Lack of understanding of the language (Mean = 2.58)

The results are graphically presented in Figure 5.3.

Figure 5.3

Bar Graph: Influence of the aspects of communication on labour unrest



In order to assess exactly what aspects of communication the employees are dissatisfied with frequency analyses were undertaken. The results indicate that 32% of employees agree and a further 6% of employees strongly agree that there are poor listening skills between the parties, 44% agree and a further 54% of employees strongly agree that there is lack of trust between the parties, 14% of employees agree that there is lack of understanding of the language, 28% of employees agree and a further 66% strongly agree that there is poor communication between the parties. Evidently, employees are most dissatisfied with listening skills, lack of trust between the parties, and poor communication and are convinced that these factors contributed to labour unrest. While some happiness was expressed in terms of lack of understanding of the language between the parties, this factor was dominated by the other factors in contributing to labour unrest at the URICS.

5.3 Inferential statistics

Inferential statistics were used to test the hypotheses of the study.

Hypothesis 1

There is significant agreement that the lack of employee benefits significantly influences labour unrest in the URICS (Table 5.4).

Table 5.4
Wilcoxon Signed Ranked Test: Dimensions of employee benefits

Dimension of employee benefits	Z	p
Poor remuneration directly influenced labour unrest at the Umgeni Road Construction Site.	-6.398	0.000*
Poor medical care directly influenced labour unrest at the construction site.	-1.405	0.160
Lack of pension contributions directly influenced labour unrest at the site.	0.000	1.000
Poor availability of health and wellness programs directly influenced labour unrest at the Umgeni Road construction site.	-5.074	0.000*
Poor retirement benefits for the employees at the Umgeni Construction Site directly influenced labour unrest.	-6.285	0.000*
Lack of disability insurance for the construction employees directly influenced labour unrests at the Umgeni Construction site.	-5.733	0.000*
Lack of overtime remuneration for the employees at the Construction site directly influenced labour unrest during the course of employment.	-5.754	0.000*

* $p < 0.01$

Table 5.4 indicates that there is significant agreement that the lack of specific employee benefits (poor remuneration, poor availability of health and wellness programs, poor retirement benefits, lack of disability insurance, lack of overtime remuneration) significantly influences labour unrest in the URICS at the 1% level of significance. Furthermore, Table 5.4 indicates there is no significant agreement amongst employees that poor medical care and lack of pension contributions significantly influences labour unrest in the URICS. Hence, hypothesis 1 may only be partially accepted.

Hypothesis 2

There is significant agreement that poor collective bargaining significantly influences labour unrest at the URICS (Table 5.5)

Table 5.5

Wilcoxon Signed Ranks test: Dimensions of collective bargaining

Dimension of collective bargaining	Z	p
Poor negotiation processes directly influenced labour unrest at the Umgeni Construction site.	-6.358	0.000*
Lack of a conflict control tool influenced labour unrest at the Umgeni Construction site.	-6.298	0.000*
Poor bargaining councils directly influenced labour unrest at the Umgeni Construction site.	-3.743	0.000*
Lack of a communication process such as collective bargaining influenced labour unrest at the Umgeni Construction site.	-6.496	0.000*
The failure to reach consensus between employers and employees led to labour unrest at the Umgeni Construction site.	-6.583	0.000*
The failure to bargain collectively between the parties influenced labour unrest at the Umgeni Construction site.	-6.617	0.000*

* $p < 0.01$

Table 5.5 indicates that there is significant agreement that the lack of all the specific aspects of collective bargaining (poor negotiation processes, lack of a conflict control tool, poor bargaining council, lack of a communication process, the failure to reach consensus and the failure to bargain collectively) significantly influences labour unrest in the URICS at the 1% level of significance. Hence, hypothesis 2 may be accepted.

Hypothesis 3

There is significant agreement that poor communication significantly influences labour unrest at the URICS (Table 5.6).

Table 5.6

Wilcoxon Signed Ranks Test: Dimensions of communication

Dimension of communication	Z	p
Poor listening skills between employers and employees influenced labour unrest at the Umgeni Construction site.	-0.287	0.774
Lack of trust between the parties directly influenced labour unrest at the Umgeni Construction site.	-6.292	0.000*
Lack of understanding of the language between the parties influenced labour unrest at the Umgeni Construction site.	-3.362	0.001*
Poor communication between the parties influenced labour unrest at the Umgeni Construction site.	-6.257	0.000*

*** p < 0.01**

Table 5.6 indicate that there is significant agreement that the lack of specific aspects of communication (lack of trust between the parties, lack of understanding of the language and poor communication) significantly influences labour unrest in the URICS at the 1% level of significance. Furthermore, Table 5.6 indicates that there is no significant agreement amongst employees that poor listening skills between employers and employees significantly influences labour unrest in the URICS. Hence, hypothesis 3 may only be partially accepted.

Hypothesis 4

The dimensions of employee benefits significantly intercorrelate with the dimensions of collective bargaining respectively (Table 5.7).

Table 5.7

Intercorrelations: Dimensions of employee benefits and collective bargaining (n = 50)

Dimensions of employee benefits	r/ p	Dimensions of collective bargaining					
		Poor negotiation processes	Lack of a conflict control tool	Poor bargaining councils	Lack of a communication process	The failure to reach consensus employers and employees	The failure to bargain collectively between the parties
Poor remuneration directly influenced labour unrest at the Umgeni Road Construction site.	r p	-0.091 0.531	0.198 0.167	-0.032 0.825	-0.220 0.124	-0.062 0.666	0.243 0.089
Poor medical care directly influenced labour unrest at the construction site.	r p	0.031 0.829	-0.016 0.912	-0.051 0.726	0.078 0.589	-0.009 0.949	-0.049 0.735
Lack of pension contributions directly influenced labour unrest at the site.	r p	0.000 1.000	0.000 1.000	0.263 0.065	0.166 0.250	-0.182 0.206	0.000 1.000
Poor availability of health and wellness programs directly influenced labour unrest at the Umgeni Road construction site.	r p	-0.128 0.374	0.096 0.507	0.497 0.000	0.152 0.293	-0.112 0.440	-0.048 0.741
Poor retirement benefits for the employees at the Umgeni Construction Site directly influenced labour unrest.	r p	0.150 0.300	-0.129 0.372	0.157 0.278	0.035 0.810	0.066 0.647	-0.105 0.467
Lack of disability insurance for the construction employees directly influenced labour unrests at the Umgeni Construction site.	r p	0.044 0.760	0.067 0.642	-0.251 0.078	-0.144 -0.318	0.000 1.000	-0.064 0.657
Lack of overtime remuneration for the employees at the Construction site directly influenced labour unrest during the course of employment.	r p	-0.113 0.435	-0.171 0.236	-0.037 0.800	0.105 0.467	0.209 0.145	-0.074 0.609

***p < 0.01**

From Table 5.7 it is evident that there is a significant relationship between the lack of one employee benefit, namely, poor availability of health and wellness programmes and one aspect of collective bargaining, namely, poor bargaining councils at the 1% level of significance, both of which have the potential to influence labour unrest at the Umgeni Construction site. The relationship is moderate in strength. No other significant relationships were noted. Hence, hypothesis 4 may only be partially accepted, that is, in terms of poor availability of health and wellness programmes and poor bargaining councils.

Hypothesis 5

The dimensions of employee benefits significantly intercorrelate with the dimensions of communication respectively (Table 5.8).

Table 5.8

Intercorrelations: Dimensions of employee benefits and communication (n = 50)

Dimensions of employee benefits	r/ p	Dimensions of communication			
		Poor listening skills	Lack of trust between the parties	Lack of understanding of the language	Poor communication between the parties
Poor remuneration directly influenced labour unrest at the Umgeni Road Construction site	r p	0.029 0.839	-0.050 0.733	0.077 0.594	-0.014 0.924
Poor medical care directly influenced labour unrest at the construction site.	r p	-0.046 0.749	0.128 0.377	-0.062 0.667	-0.320 0.023*
Lack of pension contributions directly influenced labour unrest at the site.	r p	0.000 1.000	0.000 1.000	-0.062 0.667	0.081 0.577
Poor availability of health and wellness programs directly influenced labour unrest at the Umgeni Road construction site.	r p	-0.068 0.639	0.039 0.786	0.055 0.702	-0.149 0.302
Poor retirement benefits for the employees at the Umgeni Construction Site directly influenced labour unrest.	r p	0.092 0.523	-0.190 0.187	0.093 0.520	-0.133 0.358
Lack of disability insurance for the construction employees directly influenced labour unrest at the Umgeni Construction site	r p	-0.059 0.682	0.082 0.573	0.039 0.789	-0.183 0.203
Lack of overtime remuneration for the employees at the Construction site directly influenced labour unrest during the course of employment.	r p	0.037 0.800	-0.194 0.178	-0.094 0.518	0.156 0.280

**** p < 0.05**

From Table 5.8 it is clear that there is an inverse relationship between the lack of one employee benefit, namely, poor medical care and one aspect of communication, namely, poor communication between the parties at the 5% level of significance both of which have the potential to influence labour unrest at the Umgeni Construction site. No other significant relationships were noted. Therefore, hypothesis 5 may only be partially accepted, that is, in terms of poor medical care and poor communication.

Hypothesis 6

The dimensions of collective bargaining significantly intercorrelate with the dimensions of communication (Table 5.9).

Table 5.9

Intercorrelations: Dimensions of collective bargaining and communication (n = 50)

Dimensions of collective bargaining	r/ p	Dimensions of communication			
		Poor listening skills	Lack of trust between the parties	Lack of understanding of the language	Poor communication between the parties
Poor negotiation processes directly influenced labour unrest at the Umgeni Interchange Construction site.	r p	-0.114 0.431	0.117 0.419	0.012 0.932	-0.081 0.578
Lack of a conflict control tool directly influenced labour unrest at the Umgeni Construction site	r p	0.027 0.854	0.166 0.250	-0.052 0.722	-0.138 0.337
Poor bargaining councils directly influenced labour unrest at the Umgeni Interchange Construction site.	r p	0.046 0.749	0.200 0.163	0.091 0.532	0.016 0.912
Lack of a communication process directly influenced labour unrest at the construction site.	r p	-0.158 0.275	0.020 0.889	0.027 0.852	0.015 0.917
The failure to reach consensus between employers and employees led to labour unrest.	r p	0.020 0.892	0.019 0.898	-0.013 0.929	0.250 0.080
The failure to bargain collectively between the parties led to conflict and this conflict led to labour unrest	r p	-0.121 0.404	-0.163 0.259	-0.015 0.919	-0.121 0.401

From Table 5.9 it is evident that there are no significant relationships between the dimensions of collective bargaining and communication. Hence, hypothesis 6 may not be accepted.

Hypothesis 7

There is a significant difference in the perceptions of employees varying in biographical profiles (gender, age, marital status) regarding the employee benefits having the potential to impact on the labour unrest of employees at the Umgeni Construction site respectively (Table 5.10).

Table 5.10

Kruskal Wallis Test: Gender, age, marital status and employee benefits

Dimension	Gender			Age			Marital status		
	Chi-square	Df	P	Chi-square	Df	p	Chi-square	df	p
Poor remuneration directly influenced labour unrest at the Umgeni Road Construction Site.	0.292	1	0.589	9.369	2	0.009*	8.820	3	0.032**
Poor medical care directly influenced labour unrest at the construction site.	3.774	1	0.052	1.725	2	0.422	1.002	3	0.801
Lack of pension contributions directly influenced labour unrest at the site.	2.127	1	0.145	3.980	2	0.137	2.515	3	0.473
Poor availability of health and wellness programs directly influenced labour unrest at the Umgeni Road construction site.	2.203	1	0.138	0.279	2	0.870	0.891	3	0.828
Poor retirement benefits for the employees at the Umgeni Construction Site directly influenced labour unrest.	0.235	1	0.627	0.163	2	0.922	4.931	3	0.177
Lack of disability insurance for the construction employees directly influenced labour unrests at the Umgeni Construction site.	1.671	1	0.196	2.818	2	0.244	2.741	3	0.433
Lack of overtime remuneration for the employees at the Construction site directly influenced labour unrest during the course of employment.	7.033	1	0.008*	2.057	2	0.358	4.951	3	0.175

* $p < 0.01$

** $p < 0.05$

Table 5.10 indicates that there is a significant difference in the perceptions of male and female employees regarding the lack of overtime remuneration as a contributing factor to labour unrest of employees at the Umgeni Construction site at the 1% level of significance. There is also a significant difference in the perceptions of employees varying in age regarding the influence of poor remuneration on labour unrest of employees at the Umgeni Construction site at the 1% level of significance. Furthermore, there is significant difference in the perceptions of employees varying in marital status regarding the influence of poor remuneration on labour unrest of employees at the Umgeni Construction site at the 5% level of significance. No other significant differences were noted. Hence, hypothesis 7 may only be partially accepted in terms of gender, age and marital status.

In order to assess exactly where the differences lie in terms of gender, age and marital status the mean analyses were undertaken (Table 5.11).

Table 5.11

Mean Analyses: Employee benefits and Gender, Age and Marital status

Dimension	Gender	N	Mean	Std. Dev.
Lack of overtime remuneration for the employees at the Construction site directly influenced labour unrest during the course of employment.	Male	28	4.54	0.508
	Female	22	3.86	0.990
Dimension	Age	N	Mean	Std. Dev.
Poor remuneration directly influenced labour unrest at the Umgeni Road Construction site.	Up to 29 years	8	4.88	0.354
	30-39 years	25	4.76	0.436
	40-49 years	17	4.35	0.493
Dimension	Marital status	N	Mean	Std. Dev.
Poor remuneration directly influenced labour unrest at the Umgeni Construction site.	Never married	28	4.79	0.418
	Married	7	4.71	0.488
	Divorced	8	4.38	0.518
	Widowed	7	4.29	0.488

From Table 5.11 it is evident that males (Mean = 4.54) agree significantly more than females (Mean = 3.86) that the lack of overtime remuneration directly influenced labour unrest at the URICS. Furthermore, Table 5.11 reflects that all employees felt that poor remuneration directly influenced labour unrest at the Umgeni Road Construction site. However, those employees between the ages of 40-49 years are least in agreement (Mean = 4.35) than all other employees that poor remuneration directly influenced labour unrest. Furthermore, Table 5.11 indicates that all employees felt that poor remuneration directly influenced labour unrest at the Umgeni Construction site. However, those employees who are widowed are least in agreement (Mean = 4.29) than all other employees that poor remuneration directly influenced labour unrest.

Hypothesis 8

There is a significant difference in the perceptions of employees varying in biographical profiles (gender, age, marital status) regarding the aspects of collective bargaining having the potential to impact on the labour unrest of employees at the Umgeni Construction site respectively (Table 5.12).

Table 5.12

Kruskal Wallis Test: Gender, age, marital status and collective bargaining

Dimension	Gender			Age			Marital status		
	Chi-square	Df	P	Chi-square	Df	p	Chi-square	df	p
Poor negotiation processes directly influenced labour unrest at the Umgeni Interchange Construction site.	1.738	1	0.187	0.337	2	0.845	6.244	3	0.100
Lack of a conflict control tool directly influenced labour unrest at the Umgeni Construction site.	0.707	1	0.400	0.047	2	0.977	0.135	3	0.987
Poor bargaining councils directly influenced labour unrest at the Umgeni Interchange Construction site.	0.053	1	0.818	1.117	2	0.572	1.086	3	0.781
Lack of a communication process directly influenced labour unrest at the construction site.	0.214	1	0.643	0.894	2	0.639	6.069	3	0.108
The failure to reach consensus between employers and employees led to labour unrest.	0.080	1	0.778	2.998	2	0.223	2.844	3	0.416
The failure to bargain collectively between the parties led to conflict and this conflict led to labour unrest.	4.981	1	0.026**	2.320	2	0.313	0.745	3	0.863

**** p < 0.05**

Table 5.12 indicates that there is a significant difference in the perceptions of male and female employees that the failure to bargain collectively between the parties led to conflict and this conflict led to labour unrest at the 5% level of significance. Furthermore, Table 5.12 indicates that there is no significant difference in the perceptions of employees varying in age and marital status regarding the potential of the aspects of collective bargaining having the potential to impact on labour unrest. Hence, hypothesis 8 may only be partially accepted in terms of gender.

In order to assess exactly where the differences lie in terms of gender, mean analyses were undertaken (Table 5.13).

Table 5.13
Mean Analyses: Collective bargaining and Gender

Dimension	Gender	N	Mean	Std. Dev.
The failure to bargain collectively between the parties influenced labour unrest at the URICS.	Male	28	4.07	0.626
	Female	22	4.32	0.477

From Table 5.13 it is clear that females (Mean = 4.32) agree significantly more than males (Mean = 4.07) that the failure to bargain collectively between the parties influenced labour unrest at the URICS.

Hypothesis 9

There is a significant difference in the perceptions of employees varying in biographical profiles (gender, age, marital status) regarding the aspects of communication having the potential to impact on the labour unrest of employees at the Umgeni Construction site respectively (Table 5.14).

Table 5.14

Kruskal Wallis Test: Gender, age, marital status and communication

Dimension	Gender			Age			Marital status		
	Chi-square	Df	P	Chi-square	Df	p	Chi-square	df	p
Poor listening skills between employers and employees influenced labour unrest at the Umgeni Construction site.	0.510	1	0.475	0.440	2	0.803	1.820	3	0.611
Lack of trust between the parties directly influenced labour unrest at the Umgeni Construction site.	3.349	1	0.067	0.346	2	0.841	4.621	3	0.202
Lack of understanding of the language between the parties influenced labour unrest at the Umgeni Construction site.	0.045	1	0.832	5.813	2	0.055	3.001	3	0.391
Poor communication between the parties influenced labour unrest at the Umgeni Construction site.	4.332	1	0.037**	2.022	2	0.364	5.735	3	0.125

** p < 0.05

Table 5.14 indicates that there is significant difference in the perceptions of male and female employees regarding poor communication between the employers and employees as a contributing factor to labour unrest at the Umgeni Construction site at the 5% level of significance. No other significant differences were noted in terms of gender. In addition, no significant differences were noted in the perceptions of employees varying in age and marital status regarding the communication having the potential to impact on the labour unrest of employees at the Umgeni Construction site. Hence, hypothesis 9 may only be partially accepted in terms of gender and not in terms of age and marital status.

In order to assess exactly where the differences lie in terms of gender the mean analyses were undertaken (Table 5.15).

Table 5.15
Mean Analyses: Communication and Gender

Dimension	Gender	N	Mean	Std. Dev.
Poor communication between the parties directly influenced labour unrest at the URICS	Male	28	4.75	0.518
	Female	22	4.41	0.666

From Table 5.15 it is evident that males (Mean = 4.75) agree significantly more than females (Mean = 4.41) that poor communication between the parties directly influenced labour unrest at the URICS.

5.4 Conclusion

This chapter presented the results of the study using descriptive and inferential statistics. However, results are meaningless unless compared and contrasted with the findings of other researchers in the field. Such comparisons will be undertaken in Chapter 6.

CHAPTER SIX

DISCUSSION OF RESULTS

6.1 Introduction

The results of the research are discussed in this chapter. The discussion takes into consideration findings of previous studies in the current research domain. Findings discussed relate to employee benefits, collective bargaining, communication and/or the lack of these factors having the potential to impact on labour unrest. Furthermore, the influence of the biographical variables (gender, age and marital status) on the factors having the potential to impact on labour unrest, are discussed. The relationships between employee benefits and collective bargaining, employee benefits and communication and, collective bargaining and communication are all evaluated. The context of the study is the Umgeni Road Interchange Construction Site (URICS).

6.2 Discussion of results

The results of the study are discussed by comparing them with similar and contrary findings relating to the dimensions studied that have the potential to impact on labour unrest.

6.2.1 Factors influencing labour unrest

Within the jurisdiction of this study, the influence of three aspects on labour unrest are assessed, namely, employee benefits, collective bargaining and communication and/or the lack of these dimensions.

6.2.1.1 Employee benefits and labour unrest

Employee benefits are assessed in terms of remuneration, medical care, pension contributions, availability of health and wellness programs, retirement benefits, disability insurance and overtime remuneration.

- **Remuneration**

In the study, poor remuneration was found to have the greatest influence on labour unrest at the URICS. Similarly, Bhorat et al. (2014) noted that under the collective agreement between the parties, construction employees are entitled to be remunerated in terms of benefits as long as they tender service and carry out the duties expected from them. The study conducted by Wilfred et al. (2014) also discovered that the failure to remunerate construction employees in terms of benefits causes dissatisfaction and therefore leads to labour unrest. Failure from the employers to remunerate their employees may lead to labour unrest because employees may feel that they are being exploited and do not get benefits which they deserve. Furthermore, Hanson (2012) found that dissatisfied employees are not productive which causes the decline in the production sector; therefore, good remuneration make employees feel satisfied and be productive in the construction industry. “Decent remuneration improves not only productivity but also the employee morale” (Bussin, 2012, p. 105). Contrary to this, Brassey (2013) also found that good remuneration is not considered a significant factor that keeps brilliant and strategic employees but it is the drive, willingness and interest that employees display on their duties even if they are not paid higher remuneration; therefore, such employees cannot embark on a strike because of poor remuneration if they are interested in their duties.

- **Retirement benefits**

In the current research, poor retirement benefits had the second highest influence on labour unrest at the URICS. Similarly, Hansen (2010) found that it is significant that construction employees are provided with retirement plans that will carter for their needs even after the completion of the contract. The deal between construction employees and their employers at the URICS was that they will be given bonuses towards the end of the project, which they were not given; as a result, they concluded that the retirement benefits at the URICS were poor. Likewise, Fitzpatrick (2015) discovered that no employee wants to be poor when their contract is terminated and employees who perceive that the retirement benefits are poor quit their jobs to find jobs with better retirement benefits. However, Brassey (2013) states that younger employees still do not cite their retirement benefits plans as the major factor that determines their stay with current employers. However, both employers and employees are encouraged to save for retirement or employers can automatically enroll employees into a retirement fund. Du Plessis and Fouché (2015) argue that due to the high rate of

unemployment and inflation faced by the country, poor retirement benefits cannot be considered the major factor that contributes to labour unrest.

- **Overtime remuneration**

The lack of overtime remuneration was found to have the third highest influence on labour unrest at the URICS. Rasmussen (2015) states that construction employees cannot be compelled to work overtime unless there is a contract agreement compelling employees to work overtime signed by both employers and employees in employment and be remunerated for such overtime because the failure to do so lead to labour unrest. “When employees work overtime, they need to be remunerated for those hours they have worked” (Ioannides et al., 2014, p. 75). However, if employees agree to work more than normal hours (overtime), the employee must not work excessively more than:

- Three hours overtime daily or
- Ten hours overtime weekly

“The lack of overtime remuneration according to the BCEA 75 of 1997 constitutes unfair labour practice” (Burchill, 2014, p. 103). However, Collins et al. (2012) found that the lack of overtime remuneration is considered the least factor that contributes to labour unrest since employment relationships are characterised of other major issues that need to be dealt with accordingly.

- **Disability insurance**

In this study, the lack of disability insurance was found to have the fourth highest influence on labour unrest at the URICS. Poor work performance have different causes and is defined as the inability of the employees to perform their duties in a satisfactory manner. Similarly, Von Wachter et al. (2011) indicated that incapacity caused by injury at the workplace is deemed compensation/disability insurance by the employer. However, incapacity on the grounds of injury may be temporary or permanent and if an employee is temporarily not able to perform his or her duties, the employer must investigate the extent of injury before any disability insurance is concluded. Furthermore, French and Song (2014) found that employers are compelled to think of possible means of adapting the work of the employee in order to accommodate that injured employee. This requires that employers consult with employees and examine the extent of disability and how it impacts on the performance of the

employee. “Any form of insurance can be awarded to employees for the fact that the disability occurred on the workplace” (Maestas et al., 2013, p. 75).

- **Availability of health and wellness programs**

Poor availability of health and wellness programs was found to have the fifth highest influence on labour unrest at the URICS. Likewise, Arena et al. (2013) found that health and wellness programs are related to higher productivity in the workplace with lesser absenteeism. It is the duty of the employers to provide health and wellness programs to its employees. Furthermore, Eldredge, Markham, Kok, Ruiter, and Parcel (2016) found that employers must encourage their employees to focus on the main health behaviours such as physical exercise, eating healthy, lesser stress and ceasing drugs. The logic behind encouraging wellness programs is that increasing healthy habits now can decrease the risks of bad health later. Osilla et al. (2012) and Arena et al. (2013) also found that health and wellness programs that include promoting preventive care, encouraging exercise, promoting health education, company doctors made available immediately, ways of managing stress wisely and healthy meals improve health and wellness programs within the organisation. However, Ioannides et al. (2014) found that poor health and wellness programs cannot be associated with organisational production since, for example, some mining industries are able to meet targets having poor health and wellness programs.

- **Pension contribution**

In the current research, the lack of pension contribution was found to have the sixth highest influence on labour unrest at the URICS. Similarly, Hanson (2012) found that if employees are guaranteed their pension contributions, they fully devote their services to the organisation. These employees do not retire early because they believe the longer their services, the higher the retirement benefits especially in formal sectors. However, Habermas (2015) states that contract construction workers do not necessarily strike for pension contributions as long as they are remunerated well every month.

- **Medical care**

Medical care was found to have the least influence on labour unrest at the URICS. In contrast, Hanson (2012) found that the medical care of employees is significant since employees cannot work/perform on their best ability if there is poor medical care.

Furthermore, Grogan (2014) stated that employees who are medically looked after are productive and carry out their activities in a satisfactorily manner. Employers must medically take care of their employees in order to reduce the risks of bad health at a later stage.

6.2.1.2 Collective bargaining and labour unrest

Collective bargaining is assessed in terms of the negotiation process, conflict control tool, bargaining councils, the communication process, the ability to reach consensus and bargain collectively.

- **Ability to reach consensus**

In this study, failure to reach consensus was found to have the greatest influence on labour unrest at the URICS. Reaching consensus between employers and employees is possible if they negotiate effectively in order to control and resolve disputes that may arise in the workplace. Similarly, Brown (2014) found that reaching consensus helps promote harmonious employment conditions and demands compromise between the parties in order to produce harmonious workplace conditions. Similarly, Eldredge et al. (2016) revealed that reaching consensus effectively helps maintain positive employment relationships and to maintain peace in employment. However, peace was not possible at the URICS because both parties failed to reach consensus on matters of mutual interest.

- **Negotiation process**

The current study found that poor negotiation processes had the second highest influence on labour unrest at the URICS. Du Plessis and Fouché (2015) state that negotiation assists parties to reach consensus and reduce conflict which may lead to labour unrest. “Collective bargaining as a negotiation process is aimed at a sustainable economic position and the employer-employee relationship” (Deegan, 2014, p. 88). The behaviour of the parties involved in the negotiation process is closely monitored. However, if collective bargaining is accepted as an interactive approach, which is a human relationship, then it is understandable why conflict exists in the negotiation process.

- **Communication process (collective bargaining)**

In this research, the lack of a communication process (collective bargaining) was found to have the third highest influence on labour unrest at the URICS. Habermas (2015) found that communication is a significant process of collective bargaining and it reveals all the challenges that are inherently related to communication. However, as a process of collective bargaining, communication is dependent on successful verbal language that is used in the communication process in order to resolve matters of concern between the parties. The study conducted by Xiaoyu (2012) supports the findings of the research by stating that failure to communicate accordingly between the parties leads to unnecessary conflict and this conflict leads to labour unrest.

- **Ability to bargain collectively**

This study discovered that the failure to bargain collectively was found to have the fourth highest influence on labour unrest at the URICS. In South African labour law, failing to bargain collectively constitutes an unfair labour practice. Similarly, Deakin and Morris (2012) found that the labour relations issues that arise in the place of employment are characterised by the failure to bargain collectively between the parties in the employment relationship. For this reason, the South African courts imposed bargaining as a duty to regulate labour issues that may arise as a failure of bargaining. Katz (2012) also emphasised that parties are encouraged to bargain in good faith.

- **Conflict control tool**

In this study, the lack of conflict control tool was found to have the fifth highest influence on labour unrest at the URICS. Likewise, Negrey (2012) found that collective bargaining is widely known to be a process of controlling conflict between employers and employees in the employment relationship. Similarly, Johnson (2016) also stated that collective bargaining as a conflict control tool reduces tensions between the parties and, therefore, promotes harmonious employment relationships.

- **Bargaining councils**

Poor bargaining councils were found to have the sixth highest influence on labour unrest at the URICS. Similarly, Villanueva (2015) also found that bargaining councils control the employment relationship between employers and employees in sectors of industry where they

are provided jurisdiction. Brassey (2013) also points out that bargaining councils conclude collective agreements, and settle the disputes between the parties that fall within their jurisdiction. However, bargaining councils are voluntary in their formation and Section 28 of the LRA 66 of 1995 set out the functions of bargaining councils which include concluding collective agreements, enforcing these agreements and preventing disputes. The jurisdiction of bargaining councils only extends to employers and employees upon which it is registered and its agreements are binding only to parties of the council.

6.2.1.3 Communication and labour unrest

Communication is assessed in terms of listening skills, trust, understanding of the language and the nature of communication itself.

- **The nature of communication itself**

In this study, poor communication was found to have the greatest influence on labour unrest at the URICS. Coleman (2013) found that communication between employers and employees is important to produce harmonious employment relationships and decreased labour unrest. Poor communication cannot produce positive employment relationships. The findings by Petty and Cacioppo (2012) support that effective communication plays a vital role in reducing the possibility of conflict and strikes thereby promoting the survival of the entire organisation.

- **Trust between the parties**

In the current study, the lack of trust between the parties (employer and employees) was found to have the second highest influence on labour unrest at the URICS. Grunig (2013) confirms that effective communication requires the development of trust as a fore-runner for harmonious labour relationships. Employers and employees should create a harmonious and conducive environment where they listen and understand each other. Habermas (2015) also confirms that communication is significant in creating the right atmosphere for trust, negotiations and effective bargaining. Arguably, Broadbent (2013) found that lack of trust on its own cannot be considered to contribute to labour unrest because conducive employment environment can be created in the absence of trust between the parties as long as the parties communicate effectively.

- **Listening skills**

In this study, 'poor listening skills' was found to have the third highest influence on labour unrest at the URICS. Similarly, Birdwhistell (2010) found that poor listening skills makes effective communication impossible. However, no matter how much energy one party uses in order to communicate their needs, beliefs and concerns with the other party, if the other party is not willing to listen and receive the information accordingly, communication will not be possible. Generally, all people are poor listeners because they listen and think about responses at the same time. However, Broadbent (2013) also found that people do not listen to communicate but listen to respond and this usually happens when people are in conflict/loggerheads. Rather than listening to what the other person is saying, many people already process their response that is against what the other person is saying. However, Birdwhistell (2010) found that poor listening skills are also considered one of the minor factors that contribute to labour unrest.

- **Understanding of the language**

This study discovered that the lack of understanding of the language was found to have the fourth highest influence on labour unrest at the URICS. However, Petty and Cacioppo (2012) found that the lack of understanding of the language cannot be considered a major factor that contributes to labour unrest because trade unions are at liberty to hire interpreters during negotiations if language is an issue. If there are paid interpreters during negotiations, then it is difficult to understand that the lack of understanding of the language can lead to labour unrest.

6.2.1.4 Combined influence of the factors on labour unrest

The combined influence of the factors on labour unrest was assessed by analysing the relationships between the dimensions of employee benefits and collective bargaining, employee benefits and communication and of collective bargaining and communication respectively.

- **The relationships between the dimensions of employee benefits and collective bargaining**

This study reflects that there is a significant relationship between the lack of the employee benefit relating to the poor availability of health and wellness programs and the lack of

collective bargaining relating to poor bargaining councils. Burchill (2014) notes that bargaining councils are trusted and used by the employers and employees because it enables them to discuss the health and wellness programs of employees in the workplace. The research conducted by Johnson (2016) also found that with effective bargaining councils, employers experience lesser labour unrest as both parties negotiate in order to come up with a concrete solution. The health and wellness programs are negotiated accordingly through the bargaining councils. Therefore, employee morale is increased and employees enjoy their work more in the organisation. Effective bargaining councils ensure that parties are able to reach agreement on matters concerning health and wellness programs of employees and other employee benefits, thus minimising the extent of labour unrest.

According to Eldredge et al. (2016), there is a possibility that poor availability of health and wellness programs can present uncondusive working conditions which threatens the capacity of employees and affect their health conditions. However, sufficient guides to regulate health and wellness programs are imperative to enhance the health and wellness of construction employees. The employee's involvement in the collective bargaining can lift and augment an employee's sense of control and therefore, increase an employee's well-being and health. Construction employees' commitment is important in endorsing employees and for the fitness of the entire organisation. Through effective bargaining councils within the organisation, the well-being of construction employees is carefully augmented.

In order for the organisation to succeed in regulating a diverse workforce, stronger bargaining councils must be developed within the organisation in order to strengthen the health and wellness programs in the organisation. Du Plessis and Fouché (2015) augment that employees are most likely to stay in organisations with efficient bargaining councils and become productive because it is able to negotiate accordingly the health and wellness programs and the terms and conditions of service on their behalf. Employees who are employed in organisations with poor health and wellness programs are not productive and bargaining councils can negotiate harmonious employment conditions. Effective bargaining councils not only reduce labour unrest but also retain talented employees in the organisation and effectively improve the health and wellness programs in the organisation (Burchill, 2014). Collective bargaining helps employees to maintain employee benefits in order to minimise labour unrest, produce harmonious employment relationships and be more focused

on their jobs. Furthermore, collective bargaining and communication assists employees in achieving and sustaining their organisational goals.

- **The relationships between the dimensions of employee benefits and communication**

The study revealed that there is an inverse relationship between one aspect of employee benefits (poor medical care) and one aspect of communication (poor communication) at the URICS respectively. Similarly, Habermas (2015) found that medical care in the workplace is achieved through communication, but poor communication between the parties causes poor medical care. However, Broadbent (2013) found that poor communication does not imply poor medical care because the medical care of employees is not dependent on communication but is dependent on the employers' authority to grant such medical care.

Undoubtedly, communication is key to employment relationships. Communication is trusted and used by both parties in the employment relationship because it allows them to negotiate the medical care and medical conditions of employees in the workplace. Communication assists employers to control a diverse workforce and deal with key issues raised by the employees. Employees are likely to stay in organisations where their matters of concern are dealt with through dialogue and communication (Negrey, 2012).

- **The relationships between the dimensions of collective bargaining and communication**

The study found that there are no significant relationships between the dimensions of collective bargaining and the dimensions of communication at the URICS. However, Katz (2012) found that communication is an important aspect of collective bargaining because negotiation through collective bargaining cannot be possible if there is no communication between the parties so there is significant relationship between the two factors.

6.2.2 Influence of biographical variables

The influence of the biographical variables (gender, age and marital status) on the dimensions having the potential to influence labour unrest (employee benefits, collective bargaining, communication) were assessed.

- **Biographical variables and employee benefits**

The study revealed that there are significant differences in the perceptions of employees varying in gender, age and marital status regarding the sub-dimensions of employee benefits (overtime remuneration, remuneration,) respectively. Males agree significantly more than females that the lack of overtime remuneration directly influenced labour unrest at the URICS. Similarly, Negrey (2012) states that the gender pay gap still exists where males are still remunerated more than females. Furthermore, Villanueva (2015) found that South African Revenue Service (SARS) latest statistics has reported that, on average women earn a third less than males.

The study also found that all employees of different age groups differ significantly in their agreement that poor remuneration directly influenced labour unrest. Specifically, the 40-49 age group are less in agreement than the >30 and the 30-39 age groups that poor remuneration directly influenced labour unrest. In addition, the study also reflected that all employees of different marital status differ significantly in their agreement that poor remuneration influenced labour unrest. Specifically, those employees who have never married agree significantly more than divorced and widowed employees that poor remuneration influenced labour unrest. Due to a paucity in research relating remuneration to age and marital status, relevant comparative studies could not be found.

- **Biographical variables and collective bargaining**

The study revealed that there is a significant difference in the perceptions of employees varying in gender regarding one sub-dimension of collective bargaining, namely, the failure to bargain collectively between the parties. Females agree significantly more than males that the failure to bargain collectively between the parties influenced labour unrest. According to the study, females understood, more clearly than males, the concept of effective collective bargaining more than males did during the course of employment. The study found that most females understood that collective bargaining aims to regulate and maintain organisational peace through negotiation in order to minimise labour unrest that could occur in the organisation. In contrary, Broadbent (2013), found that collective bargaining can be understood by anyone either male or female as long as it is conducted and communicated in a proper manner. Collective bargaining is however, considered as the cornerstone to the employment relations of South Africa (Katz, 2012).

Most females perceived collective bargaining as a process to voice their concerns and opinions in the workplace and have their work recognised by the employers. There are no significant differences across age and marital status regarding the sub-dimensions of collective bargaining and their potential to influence labour unrest and due to a paucity of research in this area, no comparative studies were found.

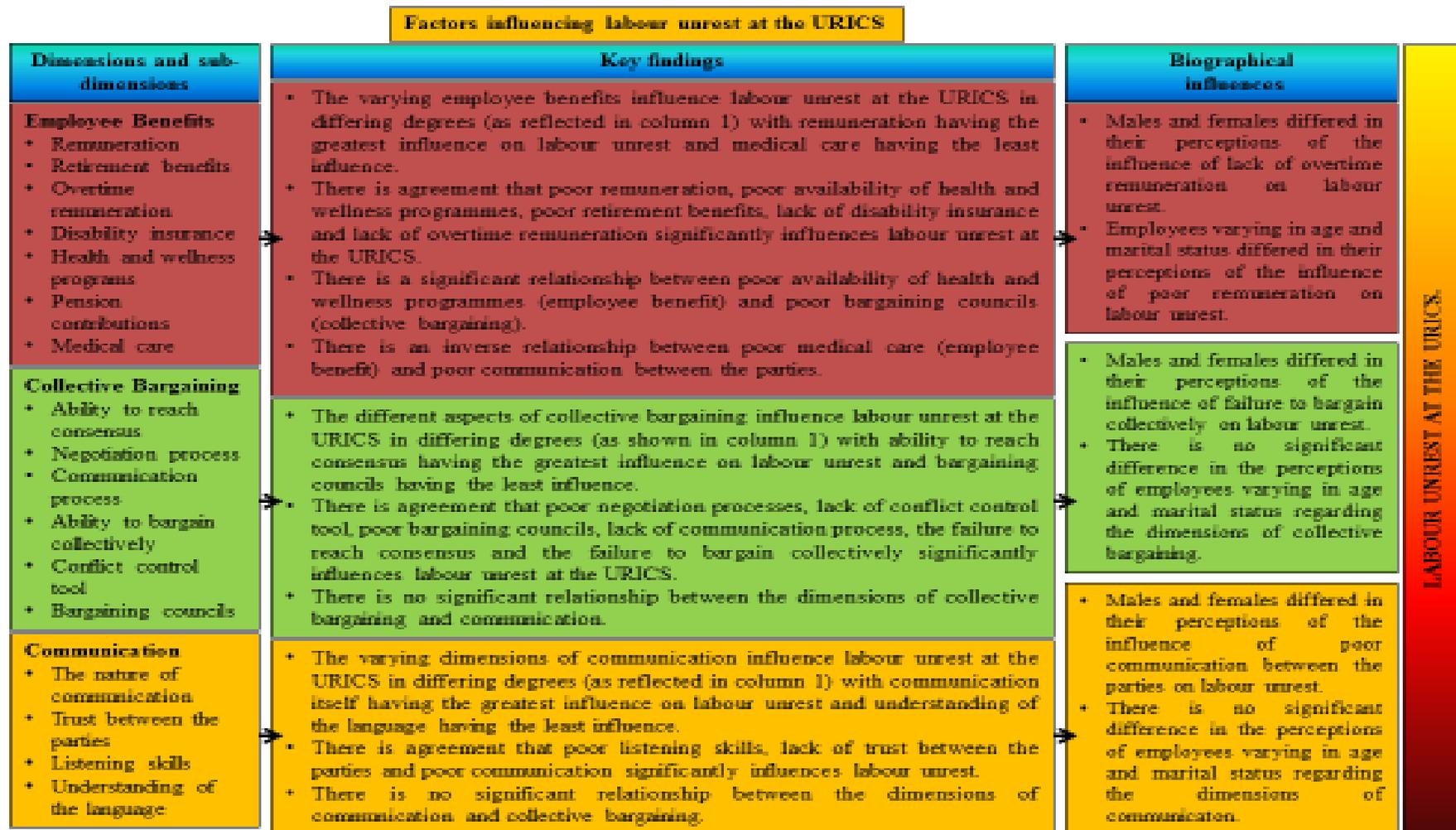
- **Biographical variables and communication**

The study revealed that there is a significant difference in the perceptions of employees varying in gender regarding one sub-dimension of communication, namely, poor communication between the parties directly influenced labour unrest at the URICS. Males agree significantly more than females that poor communication between employers and construction employees directly influenced labour unrest at the URICS. According to the study, males believed more strongly than females that communication between employers and employees is important to produce harmonious employment relationships. Similarly, Broadbent (2013) found that communication is key and plays a role in reducing conflict and strikes that may occur between employers and employees. Therefore, communication is essential in the workplace and to the negotiation processes. Both parties must be able to communicate effectively first for collective bargaining to be possible. Effective communication becomes vital to harmonious labour relations and to the survival of the entire organisation (Broadbent, 2013). On the face of it, good relationships are based on effective communication between the parties. Communication is significant in the employment relationship, ensuring that common understanding is achieved in pursuing the desired outcome. There are no significant differences across age and marital status regarding the sub-dimensions of communication and their potential to influence labour unrest and due to a paucity of research in this area, no comparative studies were found.

The key findings of the study discussed above are graphically represented in Figure 6.1 to depict key influences in terms of the dimensions and sub-dimensions of employee benefits, collective bargaining and communication and biographical influences on labour unrest at the URICS.

Figure 6.1

Key influences of dimensions, sub-dimensions and biographical influences on labour unrest at the URICS



6.3 Conclusion

The findings from the study reflect that labour unrest at the URICS occurred predominantly as a result of poor remuneration (in terms of employee benefits), failure to reach consensus between the parties (relating to collective bargaining) and poor communication (in terms of communication). This chapter focused on discussing the results which was compared to previous literature. The next chapter will focus on the recommendations and conclusions of the entire research.

CHAPTER SEVEN

CONCLUSION AND RECOMMENDATIONS

7.1 Introduction

This study explored factors that influence labour unrest at the Umgeni Road Interchange Construction Site (URICS). Accordingly, empirical analysis was conducted using both inferential and descriptive statistics. The findings of the research were compared and contrasted with the results of other researchers in the same field of study. This chapter provides the conclusions by presenting the findings that appear naturally from the study and recommends specific solutions to the problem under study.

7.2 Recommendations based on the results of the study

The significance of the recommendations is that they provide the necessary guidelines to be used in the future. Below are the recommendations generated from the results of this study:

- The study found that poor remuneration had the greatest influence on labour unrest at the URICS. Employers must sufficiently remunerate employees in order to create harmonious employment relationships and a conducive working environment. Not adequately remunerating employees is a form of exploitation; therefore, employers must amply remunerate employees for the services tendered. In addition to providing proper remuneration, it sends a positive message to remunerate employees in kind, for example, a packet of biscuits on the last Friday of the month to make sessional labour feel part of the group.

- Despite medical care having the least influence it should be provided because employees cannot perform at their best if they are not medically taken care of. Employers must medically look after their employees since employees cannot perform on their best ability if there are not medically looked after. A primary medical examination of basic vitals can be arranged for these employees every two months, for example, checking blood pressure and blood sugar levels will go a long way to signaling to these employees that the employer cares about their well-being.

- The study found a significant relationship between poor availability of health and wellness programs (employee benefits) and poor bargaining councils. Employers and employees must respect and value the operation of bargaining councils in the organisation because it enables them to discuss the health and wellness programs of employees in the workplace. Effective bargaining councils also lessen labour unrest as both parties negotiate the terms and conditions of employment in order to reach mutual understanding and create harmonious employment conditions. In addition to making bargaining councils effective, employers can arrange short sessions where labour law experts are invited to talk about the importance of bargaining councils and the role they play in settling labour disputes. In most organisations, bargaining councils are not taken serious and as a result, they are deemed poor.
- The study found an inverse relationship between poor medical care (employee benefits) and poor communication. Employers and employees must communicate because communication is key in the workplace and medical care is achieved through effective communication between employers and employees; hence, poor communication causes poor medical care. Perhaps with their pay, some tips of effective health care can be attached or informal meetings can be held once a month to share ideas and listen to their concerns of employees and find solutions.
- Failure to reach consensus was found to have the greatest influence on labour unrest at the URICS. Employers and employees must negotiate and reach consensus accordingly on matters of mutual interest and there is need to have respect between the parties so that negotiation processes are conducted smoothly and consensus reached immediately. Perhaps employers can encourage participation, co-operation and egalitarianism so that employees have a sense that their opinions are also valued.
- Regardless of bargaining councils having the least influence on labour unrest it must be used pro-actively by both parties and function accordingly within an organisation because they conclude collective agreements and settle the disputes that fall within their jurisdiction. Bargaining councils must be used more often in settling disputes so that employees familiarise themselves with its operations and build confidence in the process.

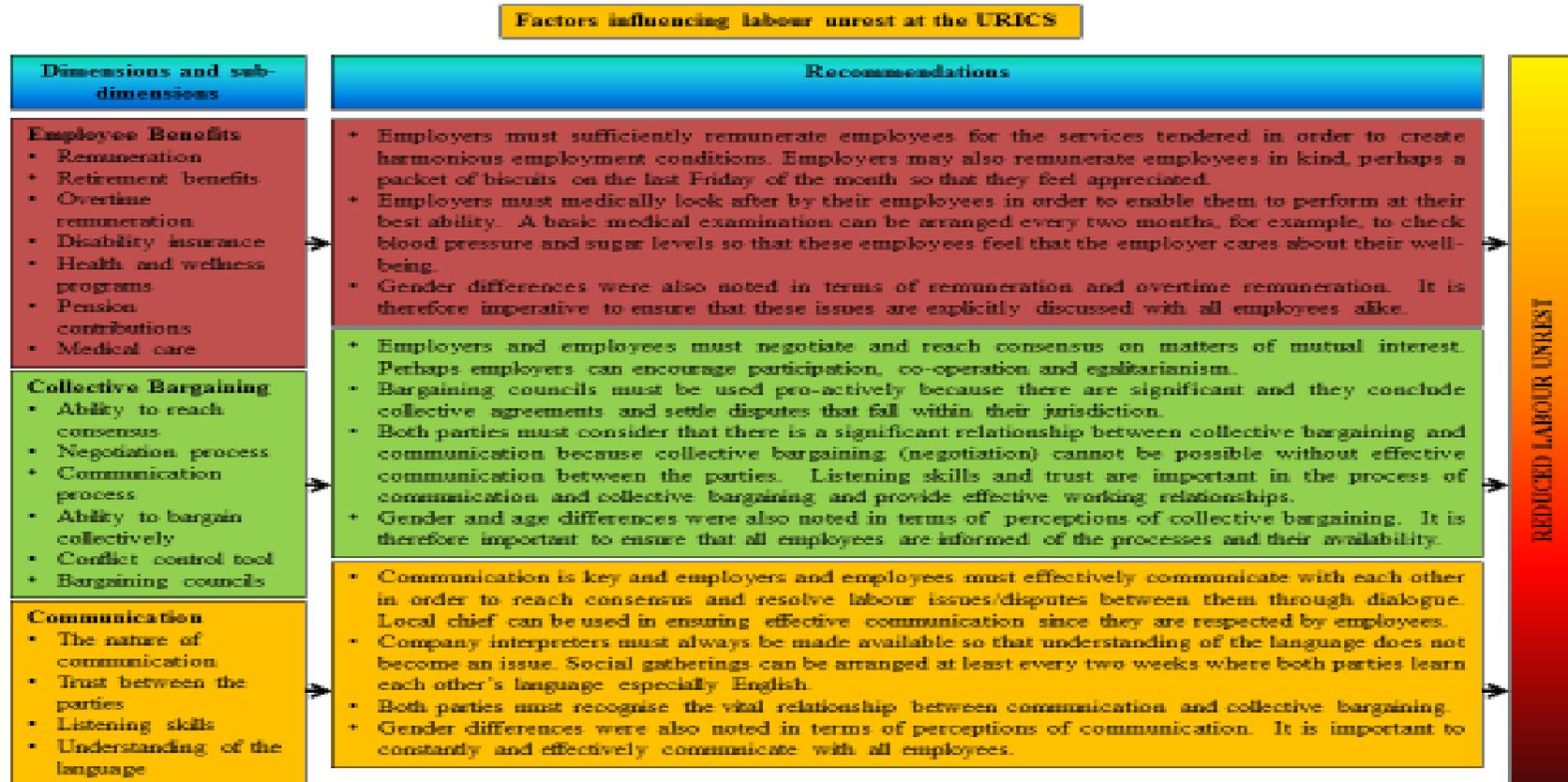
- The study found no significant relationship between the dimensions of collective bargaining and communication. However, employers and employees must consider that there is a major relationship between collective bargaining and communication because collective bargaining cannot be possible without effective communication. Employers and employees must consider the significance of collective bargaining and communication in settling disputes between them. In addition, listening skills and trust are important in the process of communication and collective bargaining because they provide effective working relationships among employers and employees and assist in speeding up the process of collective bargaining and communication. Listening and trust enables one to acquire facts in order to make decisions that benefit the organisation. Listening can also reduce conflict because conflict arises when one feels misunderstood.
- The researcher also found that poor communication had the greatest influence on labour unrest at the URICS. Communication is key in addressing issues arising between employers and employees. Employers and employees must effectively communicate with each other in order to reach consensus and resolve labour issues between them. The above issues can be addressed with effective communication between the parties; therefore, employers are encouraged to use communication as a tool to create harmonious employment relationships. The local chief at the construction site can be used in ensuring effective communication because they are valued and respected by the employees.
- Despite understanding of the language having the least influence on labour unrest it should be taken into consideration and company interpreters must be made available so that both parties are able to communicate effectively without any difficulties. Social gatherings can be arranged at least every two weeks where employers and employees learn each other's languages, especially English since it is the main language that is mostly used in organisations. In that way, all employees (especially black) will understand English and will not have a problem communicating with it.
- Gender differences were also noted in terms of perceptions of employee benefits (remuneration and overtime remuneration), collective bargaining and communication. In addition, age and marital status influences were noted in terms of issues of

collective bargaining. It is therefore imperative to ensure that these issues are explicitly discussed with all employees alike and that constant and effective communication takes place regarding these issues with all employees.

Recommendations are graphically represented in Figure 7.1. It is believed that the implementation of the recommendations, generated based on the results of the study, will contribute to reducing labour unrest in the future.

Figure 7.1

Recommendations based on the results of the study



7.3 Recommendations for future research

- The study used a sample of 50 respondents that were drawn from a population of 58 construction employees who worked at the URICS. However, for the purposes of more accurate generalisability of the findings and consistency, a larger sample size can be used for future research in order to make the findings more generalisable and accurate.
- The respondents who participated in this study were only restricted to construction employees who have worked at the URICS and who reside at the Quarry Road West Informal settlement (QRWIS). However, future research should survey construction employees residing in other informal settlements in order to obtain a wider perspective of the issues leading to labour unrest. Positively, comparisons can be made with construction employees residing in other informal settlements.
- Research should also be conducted on other factors influencing labour unrest in the construction industry besides employee benefits, collective bargaining and communication. The researcher believes there are other numerous factors that influence labour unrest besides employee benefits, collective bargaining and communication that are researchable.

7.4 Conclusion

The overall intention of the research was to explore the factors that influenced labour unrest during the course of employment at the URICS. The construction employees residing in the Quarry Road West informal settlement in KwaZulu-Natal constituted the target sample of this research. The research has revealed that employee benefits (poor remuneration), collective bargaining (failure to reach consensus), and communication (poor communication) have a significant influence on the labour unrest that occurred during the course of employment at the URICS. Employers and employees should therefore consider employee benefits, collective bargaining and communication as significant issues influencing labour unrest at the URICS. Furthermore, sufficient employee benefits could result in a workforce that is motivated with lower staff turnover and absenteeism. Therefore, positive employer-employee relations, proper collective bargaining and effective communication are amongst other things that are crucial for

success within the organisation. Of significance, it is essential that co-workers support each other in order to promote positive employment relationships. Based on the results of the study, recommendations are presented and graphically depicted in Figure 7.1 which when effectively implemented has the potential to reduce labour unrests at such construction sites.

Questionnaire

TOPIC: FACTORS INFLUENCING LABOUR UNRESTS: A CASE OF CONSTRUCTION EMPLOYEES RESIDING IN QRW INFORMAL SETTLEMENT

NOTE: Participation in the questionnaire is voluntary and the respondents may withdraw at any time. The questionnaire will not take you more than 10 minutes to complete.

INSTRUCTION: Kindly mark with a cross (x) in the block of your choice (mark only in one block)

SECTION ONE

BIOGRAPHICAL INFORMATION

JOB CATERGORY

Construction Employee		1
Assistance employee		2

GENDER

Male		1
Female		2

MARITAL STATUS

Never married		1
Married		2
Divorced		3
Widowed		4

AGE

Up to 29		1
30-39		2
40-49		3
50+		4

ACADEMIC QUALIFICATION

No formal education		1
Some schooling		2
Matric/Std 10/Grade 12		3
Diploma/certificate		4
Undergraduate degree		5
Postgraduate degree		6

NUMBER OF DEPENDENTS (Excluding yourself)

0-3		1
4-6		2
7+		3

SECTION TWO

Indicate the extent to which you agree or disagree with the following statements regarding employee benefits using the scale provided.

Number	Statement	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
2.1	Poor remuneration directly influenced labour unrests at the Umgeni Road Construction Site.					
2.2	Poor medical care directly influenced labour unrests at the construction site.					
2.3	Lack of pension contributions directly influenced labour unrests at the Site.					
2.4	Poor availability of health and wellness programs directly influenced labour unrests at the Umgeni Road construction site.					
2.5	Poor retirement benefits for the employees at the Umgeni Construction Site directly influenced labour unrests.					
2.6	Lack of disability insurance for the construction employees directly influenced labour unrests at the Umgeni Construction site.					
2.7	The lack of overtime remuneration by the employees at the Construction site directly influenced labour unrests during the course.					

SECTION THREE

Indicate the extent to which you agree or disagree with each of the following statements regarding collective bargaining using the scale provided.

Number	Statement	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
3.1	Poor negotiation processes directly influenced labour unrest at the Umgeni Interchange Construction site.					
3.2	Lack of a conflict control tool influenced labour unrest at the Umgeni Construction site.					
3.3	Poor bargaining councils directly influenced labour unrest at the Umgeni Interchange Construction site.					
3.4	Lack of a communication process such as collective bargaining between the parties directly influenced labour unrest at the					
3.5	The failure to reach consensus between employers and employees led to labour unrest.					
3.6	The failure to bargain collectively between the parties led to conflict and this conflict led to labour unrest.					

SECTION FOUR

Indicate the extent to which you agree or disagree with the following statements regarding **communication** using the scale provided.

Number	Statement	Strongly disagree	Disagree	Neutral	Agree	Strongly Agree
4.1	Poor listening skills by both parties during the course of employment directly influenced labour unrest at the construction					
4.2	Lack of trust between the parties directly influenced labour unrest at the Site					
4.3	Lack of understanding of the language used by the two parties directly influenced labour unrest at the Umgeni Road Construction					
4.4	Poor communication between employers and construction employees directly influenced labour unrest at the Umgeni					

SECTION FIVE

The questions in the survey may not have allowed you to report some of the things you may want to report regarding the factors that influenced labour unrest at the Umgeni Road Interchange Construction Site. Please make further comments in the spaces below.

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.....

THANK YOU FOR YOUR CONTRIBUTION

Letter regarding the study

UNIVERSITY OF KWAZULU-NATAL
School of Management, Information and Technology

Dear Respondent,

M.Com Research Project
Researcher: Kusangiphila Sishi 0720693632
Supervisor: Dr KK Archary 0728561988
Research Office: Ms. M Snyman (031 260 8350)

I, **Kusangiphila Sishi** an **M.Com** student, at the **School of Management, Information and Technology**, of the University of Kwazulu Natal. You are invited to participate in a research project entitled **Factors influencing Labour Unrest: A case of construction employees residing in informal settlements**. The aim of this study is to: **explore the factors that influenced labour unrests at the Umgeni Road Interchange Construction Site**.

Through your participation I hope to understand **collective bargaining, communication and employee benefits as some of the factors that influenced labour unrests at the Site**. The results of the survey are intended to contribute to the better understanding of the factors that influenced labour unrests at the Site

Your participation in this project is voluntary. You may refuse to participate or withdraw from the project at any time with no negative consequence.

There will be no monetary gain from participating in this survey. Confidentiality and anonymity of records identifying you as a participant will be maintained by the School of Management, Information and technology, UKZN.

If you have any questions or concerns about completing the questionnaire or about participating in this study, you may contact me or my supervisor at the numbers listed above.

The survey should take you about **10** minutes to complete. I hope you will take the time to complete this survey.

Sincerely

Investigator's signature _____ Date _____

Consent form

On separate page

CONSENT

I.....(full names of participant)
hereby confirm that I understand the contents of this document and the nature of the research
project, and I consent to participating in the research project.

**I understand that I am at liberty to withdraw from the project at any time, should I so
desire.**

SIGNATURE OF PARTICIPANT

DATE

.....

Ethical clearance



19 November 2015

Mr Kusangiphila Kenson Sishi (210534779)
School of Management, IT & Governance
Westville Campus

Dear Mr Sishi,

Protocol reference number: HSS/1662/015M

Project title: Factors influencing labour unrests: A case of construction employees residing in QRW Informal Settlement

Full Approval – Expedited Application

In response to your application received on 09 November 2015, the Humanities & Social Sciences Research Ethics Committee has considered the abovementioned application and the protocol have been granted **FULL APPROVAL**.

Any alteration/s to the approved research protocol i.e. Questionnaire/Interview Schedule, Informed Consent Form, Title of the Project, Location of the Study, Research Approach and Methods must be reviewed and approved through the amendment/modification prior to its implementation. In case you have further queries, please quote the above reference number.

PLEASE NOTE: Research data should be securely stored in the discipline/department for a period of 5 years.

The ethical clearance certificate is only valid for a period of 3 years from the date of issue. Thereafter Recertification must be applied for on an annual basis.

I take this opportunity of wishing you everything of the best with your study.

Yours faithfully

Dr Shenuka Singh (Chair)

/ms

Cc Supervisor: Dr Kogielam Archary
Cc Academic Leader Research: Professor Brian McArthur
Cc School Administrator: Ms Angela Pearce

Humanities & Social Sciences Research Ethics Committee

Dr Shenuka Singh (Chair)

Westville Campus, Govan Mbeki Building

Postal Address: Private Bag X54001, Durban 4000

Telephone: +27 (0) 31 260 3587/8350/4557 Facsimile: +27 (0) 31 260 4609 Email: xjmbap@ukzn.ac.za / snymann@ukzn.ac.za / mohung@ukzn.ac.za

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Letter regarding analysis

Gill Hendry B.Sc. (Hons), M.Sc. (Wits), PhD (UKZN)
Mathematical and Statistical Services

Cell: 083 300 9896
email : hendryfam@telkomsa.net

30 June 2016

To whom it may concern

Please be advised that I assisted Kusangiphila Sishi (student number 210534779), who is presently studying for a Master of Commerce, with the development and validation of the questionnaire as well as the statistical analysis for his study.

Yours sincerely

Gill Hendry (Dr)

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