



ARBITRATION AWARD

Case Number: FSBF3610-14
Commissioner: Anna Maria Fourie
Date of Award: 17 December 2014

In the **ARBITRATION** between

PSA obo Rock Rodger van der Ross

(Union/Applicant)

And

South African Social Security Agency (SASSA)

(Respondent)

Union/Applicant's representative: Mr A.J. L. Greeff

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DETAILS OF HEARING AND REPRESENTATION

- [1] The Union referred an alleged unfair dismissal dispute for arbitration on behalf of the Employee on 19 August 2014. The arbitration sat over three dates, the dispute was set down for finalization of the arbitration on 11 December 2014 at 09h00. The Employee was present and was represented by Mr Greeff from the Union. The Employer was represented by Mr Sam, the Manager: Labour Relations of the Employer.
- [2] The matter was recorded electronically. The process was conducted in English. The Interpreters on standby were Messrs S.A. Khonzeka and M.I. Mpoba.

ISSUE TO BE DECIDED

- [3] Dismissal was not in dispute. In terms of section 192(2) of the Labour Relations Act, no. 66 of 1995, as amended (the LRA) the onus was on the Employer to prove that the dismissal was procedurally and substantively fair.
- [4] Mr Greeff indicated that the Employee did not challenge the procedural fairness of his dismissal.
- [5] The Employee challenged the substantive fairness of his dismissal on one ground only, namely that he was not guilty of the alleged misconduct.
- [6] The Employee requested to be reinstated retrospectively, should I find in his favor.

BACKGROUND TO THE ISSUE

- [7] The Employee was employed by the Employer in February 1996. He was dismissed in December 2013. His dismissal was confirmed when he received the outcome of his appeal against his dismissal on the 28th of July 2014. At the time of his dismissal he worked as a Supervisor at the payments division in the Finance Department.
- [8] The Employer is the South African Social Security Agency and is entrusted with the payment of social grants to qualifying persons.

SURVEY OF EVIDENCE AND ARGUMENT

- [9] I only summarized the evidence which I regarded to be relevant to the dispute and which helped me to reach my decision. The Employer submitted bundles of documents in evidence.

EVIDENCE FOR THE EMPLOYER

The first witness for the Employer, Eli Ernest Sigasa, testified the following under oath:

- [10] He was a District Manager for the Employer in the region of the Eastern Free State. He was tasked with the administration of social grants and social relief, such as the provision of food parcels or vouchers for needy families who were identified. A request would then be made to the Regional office and upon receipt of the parcels it would be given to the identified families.
- [11] The Regional Office is responsible for procurement and payment and the District Office was responsible for the receipt and distribution of the parcels. It sometimes happened that the Member of the Executive Council or the National Minister would identify an area in need of support, for example during Child Protection Week, on Woman's Day or during Social Development Month.
- [12] During Child Protection Week in 2012, they received instruction to identify 150 needy families for the distribution of food parcels. The Regional Office bought the food parcels. He was not involved in the payment process. The Regional Office would affect payment upon receipt of the Goods Received Voucher (GRV) from the district. In this instance, he did not sign the GRV, as the Supplier indicated that she personally delivered it to the Regional Office.
- [13] He confirmed receipt of 150 food parcels in good order, by means of an e-mail to the General Manager: Finance at the Regional Office. The amount of families was later reduced on instruction of the Regional Executive Manager, Mr Roberts, to 138 due to budgetary constraints.
- [14] In July 2012 138 food parcels were distributed. He confirmed receipt of 150 food parcels by e-mail directed to Mr Lintoe, the General Manager: Finance, at 12h14 on 4 June 2012. Later the same day, at 12h51, he sent another e-mail to Mr Lintoe, on the latter's instruction, that he received 150 x 3 food parcels in good order. He complied with the instruction, as he was a subordinate of Mr Lintoe and also because he did not suspect anything as Mr Roberts' initially said that the identified families would get three food parcels.

- [15] He later realized that he would not receive the outstanding food parcels. All of his attempts to obtain the outstanding parcels were in vain. He then made an affidavit on the 18th of September 2013 to explain what happened as he also knew that he committed himself.
- [16] He never saw the delivery note indicating that 414 parcels were delivered. That note was compiled by the Supplier. They only received 138 parcels. The invoice used to source payment corresponded with the delivery note in question. It was for 414 parcels.
- [17] Under cross-examination he confirmed that he knew the Employee worked in the Finance Department in the Regional Office. He submitted that there was no communication between him and the Employee in the period between June and November 2012. He further confirmed that Mr Lintoe was the Employee's superior.
- [18] He conceded that a reasonable person having a document indicating that 450 parcels were delivered would affect payment of an invoice reflecting the same amount of parcels.
- [19] He further conceded that four people signed the Sundry Payment Advice before the Employee was involved. He also conceded that on face value, the documentation would show to a finance person, who was not privy to the communication that 414 parcels were delivered to him.
- [20] He agreed with a statement under cross-examination that Mr Lintoe was to blame for the incorrect payments.

The second witness for the Employer, Monwabisi Noruwana, testified the following under oath:

- [21] He was one of two Senior Managers in Supply Chain. He was responsible for the following management functions: Procurement, Asset, Inventory, Budget, Funds, Systems and Controls and Staff.
- [22] Both in Supply Chain as well as Services specific procedures need to be followed to ensure that there would be a paper and audit trail of the procedure. The Basic Accounting System (BAS) is used for procurement of food parcels and –vouchers.
- [23] For the procurement of food parcels, there must be an identified need for beneficiaries to get food. Calculations are done to determine the amount of people. Procurement starts with

someone in the Grants Administration Division and then it continues to the Finance Division. The Supply Chain Division then obtains quotations from registered service providers who were selected through a tender process.

- [24] A written order is then issued to the chosen Service Provider. The parcels are then delivered at the specified place and time. The receiver of the parcels then signs for receipt on the delivery note and also acknowledges receipt in writing. They then need an invoice and once it is obtained, the payment is processed. The whole process must be in accordance with the prescripts of the policies.
- [25] Procedurally the order should not differ from the quote. The quotation of 20 June 2012 relating to 138 food parcels amounted to R158 700.00. There is a legislated threshold on the monetary amount of a parcel, which is reviewed yearly. The order issued by the Finance Section amounted to R476 100.00, which could not relate to the quotation for 138 parcels. The same applied to the quotation for 150 food parcels at a total amount of R157 500.00 and the subsequent order for 450 food parcels. The orders' figures should have corresponded with the figures of the quotations.
- [26] The official at the Payment section need to be presented with the Requested quantity of parcels, a minimum of three Quotations from service providers, the Award letter addressed to the service provider whose quote was accepted, the Order form, the Delivery note, the Goods Received Voucher and the Invoice. The Payment Advice is then completed by junior officials based on the Invoice. It is then processed, authorized and approved by the relevant officials. It should account for the money leaving the organization. Payment should not be made if one of the above mentioned documents is missing. Furthermore, if any of the documents did not correspond with the others, payment should not be affected.
- [27] As far as he could tell from the documents presented to him, Mrs Manake, Me Matlako, Mr Mphithi and Mr Lintoe were involved in the transactions in question. According to his knowledge, Mrs Manake and Me Matlako were on precautionary suspension. Mr Mphithi was called for a disciplinary hearing and Mr Lintoe, the General Manager: Finance, resigned.
- [28] All officials at Finance are well trained in terms of the legislative requirements listed in section 57(a) to (e) of the Public Finance Management Act, No 1 of 1999 (the PFMA). The section reads:

"An official in a public entity –

- (a) Must ensure that the system of financial management and internal control established for that public entity is carried out within the area of responsibility of that official;
- (b) Is responsible for the effective, efficient, economical transparent use of financial and other resources within that official's area of responsibility;
- (c) Must take effective and appropriate steps to prevent, within that official's area of responsibility, any irregular expenditure and fruitless and wasteful expenditure and any under collection of revenue due;
- (d) Must comply with the provisions of this Act to the extent applicable to that official, including any delegations and instructions in terms of section 56; and
- (e) Is responsible for the management, including the safe-guarding, of the assets and the management of the liabilities within that official's area of responsibility."

[29] In the processing of the two payments in question none of the provisions of section 57 of the PFMA were taken into consideration. Furthermore, the PFMA provides for payment of parcels within thirty days. Regarding the delivery made on 3 July 2012, payment was made on the 4th of July 2012, meaning only one day later, whereas the PFMA provides for a thirty day time period.

[30] He conceded under cross-examination that since he only started working in his post after the two incidents occurred, he did not know what the circumstances were at the time. He conceded that the Employee was the last person in procurement to sign and release the Sundry Payment Advice. However, he submitted that each person in the chain, including the Employee was responsible to go through the contents of all the documents to ensure that the correct documents were submitted. If the Employee then detected a problem, he should have corrected it, by reporting it. He insisted that he would not have affected the payment if he had the documents that the Employee had in front of him before him.

[31] He submitted under re-examination that in the case where 130 parcels were to be handed out monthly for three months, it would not be obtained once as a lump amount. It would be obtained in three monthly batches of 130 each.

The third witness for the Employer, Thiwe Jane Pule, testified the following under oath:

[32] She worked under the Employee as a Capturer in the Section Finance, Accounting and Payables. In making a payment, she would consider the following documents: Invoice, Quotation, Beneficiary List, Goods Received Voucher, Expenditure Report and the Commitment Letter. If

one of these documents was missing, she would report it to her Supervisor. She would do the same if the amounts on the quotation and commitment letters or on the quotation and the invoice did not correspond.

- [33] She compiled and captured the Sundry Payment Advice for the amount of R476 100.00. This amount was in line with the amount on the commitment letter as well as the amount on the invoice.
- [34] The quotation from Gausitwe Transport and General Trading (the Service Provider), received on 20 June 2012 was for 138 food parcels at a total cost of R158 700.00. The order issued by the Employer to the Service Provider on 20 June 2012, was for 138 food parcels at a total cost of R476 100.00. This document did not correspond with the quotation. She went to the Employee regarding this issue. He told her to proceed with the payment, as she was paying for 414 food parcels. The Confirmation of Receipt dated the 3rd of July 2012 and sent by Mr Sigasa to Mr Lintoe, indicated that only 138 food parcels were received. The payment was for 414 parcels, whereas only 138 were received.
- [35] She conceded under cross-examination that since the e-mail from the Regional Executive Manager dated the 12th of June 2012 indicated that the parcels would be provided for a period of three months she thought the payment of R476 100.00 was correct. She insisted that she proceeded with the payment on the instruction of the Employee.

The fourth witness for the Employer, Motlalepula Wellington Mofokeng, testified the following under oath:

- [36] He was the Assistant Manager for Financial Accounting on the Payment Section. The Employee reported to him directly. The Basic Accounting System prescribed what documents have to be considered before a payment in relation to food parcels was made. These documents are: The Request for a particular procurement, Quotations, Goods Received Notes (this could be in the form of an e-mail acknowledgement of receipt) and Sundry Payments Advice. If one of the documents lacked, they would not affect payment until they received the document.
- [37] If there was a discrepancy in terms of the figures on the various documents, he would not affect payment, but return to the person who brought the documents to him and enquire about the

position. The capturer and authorizer of the payment are also responsible to check the invoice before affecting the payment.

[38] He confirmed the evidence of the third witness called by the Employer. He submitted that if the invoice dated 3 July 2012 for 414 parcels at an amount of R476 100 and the confirmation of receipt of 138 parcels dated 3 July 2012 were in front of him he would not affect payment. He submitted that He would also not affect payment in the case of the issue relating to the quotation for 150 and the commitment letter for 450 parcels.

[39] In the light of the discrepancies that emerged regarding the two payments, he believed that the provisions of section 57 of the PFMA were not observed.

[40] Under cross-examination he agreed that he was not involved in any of the two payments in question. He also agreed that he would not be aware of the surrounding circumstances of the two incidents.

EVIDENCE FOR THE EMPLOYEE

The Employee, Rock Rodger van der Ross, testified the following under oath:

[41] He worked for the Employer for eighteen years. Prior to his dismissal he was a Payment Supervisor in the Finance Division. He was charged for gross negligence following two incidents where incorrect payments for food parcels were authorized. The first charge related to the 4th of June 2012 when payment was made for 450 food parcels instead of for 150. The payment should have been R157 500.00, but the actual payment was R472 500.00.

[42] The process for food parcels starts at the Supply Chain Division where a request was received. Supply Chain will then obtain quotations and identify the most suitable supplier. A tender will then be issued to the Supplier for the goods to be procured. Upon delivery of the goods, a delivery note will be issued to the Supplier to confirm the goods were received in good order. The Supplier then issues an Invoice. The Project Manager of the district will then send a confirmatory e-mail to the General Manager who would submit the e-mail to Supply Chain. Supply Chain will then send the payment pack in a register to the Payment Section.

[43] His Co-Supervisor, Mr Mphiti, will then check the documents and hand it to the Clerks to compile a Sundry Payment Advice (SPA). The Clerk compiles the SPA, then Mr Mphiti verifies it with the

invoice, delivery note and order. It is then returned to the General Manager for authorization of the expenditure. The SPA is then returned to a Clerk to capture the payment on the system. He only then became involved at the very end to authorize the payment.

[44] In terms of the documentation, the Supplier was initially requested to quote for 150 food parcels for one month. Later the request was changed to three months. If one looked at it from this perspective, the figures balanced. He was not involved in obtaining or accepting the quotations. On the documents in front of him, he would affect payment again. All of the documents corresponded. He was unaware of the communication between Mr Sigasa and Mr Lintoe.

[45] Charge two related to the incorrect payment of an amount of R476 100.00 instead of R158 700.00. It related to 138 food parcels. The same procedure was followed for this payment than for the payment referred to in charge 1. He only got involved when he authorized the payment at the very end. The Sundry Payment Advice corresponded with the Order namely 138 food parcels for an amount of R476 100.00. The Delivery Note and the Invoice corresponded and referred to 414 parcels for R476 100.00. The discrepancy between the two sets of documents was because the first set only referred to the amount of parcels for one month. It was a mistake, as it should have referred to the total amount of parcels for the three month period, namely 414.

[46] He believed that he did not wrongfully affect the two payments. The Employer only considered the amount relating to one month, instead of looking at the entire period of three months. According to him the Employer did not suffer any prejudice as a result of the payments. The Service Level Agreement between the Employer and the Supplier provided for means to recover the loss. Later payments were made to the same Supplier after the incidents.

[47] Under cross-examination he conceded that the document he referred to, namely the Memorandum issued by the Acting Executive Manager: Grants Administration on 8 June 2012, in terms of which, according to him payment should be affected once off whilst delivery would take place monthly, was not before him at the time he affected the payment.

[48] He further conceded under cross-examination that the quantities in the invoice and the acknowledgement of receipt were not the same. He insisted that the order superseded the quotation and the delivery note. He conceded that where a project was supposed to run for three months, the Employer did not have to use the same Service Provider for the duration of the project. He insisted that in this instance the Employer used one Service Provider.

- [49] He submitted that there was an agreement between the General Manager and Mr Sigasa that payment would be made once off whereas delivery would take place monthly. It was pointed out to him that the document to which he referred in support of this statement did not reflect such an agreement at all. He then said that the General Manager said in a letter that they must pay the Supplier and that the deliveries would be made monthly. He submitted that the letter was in the possession of the Employer. It was stated to him that he requested no such document and furthermore, that he failed to challenge Mr Sigasa on this issue under cross-examination at the arbitration.
- [50] He agreed that only 138 parcels were received, but 414 were paid for. He submitted that he only learned later that all the food parcels were not received. He insisted that if he had the same documents before him, he would again affect the payment. However, he submitted that had he known at the time that all the parcels would not be delivered, he would not have made the payment.
- [51] He conceded that the Agency was prejudiced as a result of the incorrect payment. However, he insisted that the money could be recovered if the Employer had taken reasonable steps provided for in the Service Level Agreement.
- [52] He agreed under cross-examination that since the payment was made one day after the invoice was received, the Agency did not have time to take the steps provided for in the Service Level Agreement to rectify the situation.
- [53] He could not provide the quotation for three months when asked for it. He submitted that he was not the one who obtained quotations. He conceded that if the Employer wanted a quotation for three months, the Employer would specify it as such when asking for a quotation. He conceded that the e-mail referring to the three month period was only sent after he affected the payment. It was stated to him that he could not have known about the three month arrangement at the time he affected the payment. He submitted that the order superseded the quotation.
- [54] He conceded that the incorrect payments involved a member of the public, namely the Service Provider. However, he would not agree that the Employer was in disrepute as a result of the incident.

ANALYSIS OF EVIDENCE AND ARGUMENT

Regarding procedural fairness:

[55] As I indicated before, the Employee did not challenge the procedural fairness of his dismissal.

Regarding substantive fairness:

[56] The Employee challenged substantive fairness on one ground only, namely that he was not guilty of the alleged misconduct.

[57] The Employee was found guilty and dismissed for gross negligence, in that he affected payment of two amounts for food parcels, which did not correspond with the paper work relating to the food parcels.

[58] The Employer called four witnesses to testify about the incidents. Two of the witnesses, the second and the fourth witness of the Employer did not have personal knowledge of the incidents. They were called mainly to testify about the established procedure to follow in the procurement of food parcels. They both testified that there were in addition to the Employer's established procedure, also a Legislative Incumbent upon all employees as set out specifically in section 57 of the PFMA.

[59] The Employer presented uncontested evidence that all Employees were trained in terms of the procedures to be followed as well as the Legislative requirements for the procurement of parcels and the handling of funds entrusted to the organization. It was clear in terms of the Legislative requirements that each Employee entrusted with the handling or management of funds as well as the procurement process had a duty of care to ensure that all dealings were subject to internal control measures. This would be the compliance with the Employer's policies and procedures in for example the procurement of food parcels.

[60] It was further clear in terms of the Legislative requirements that each official in a public entity was entrusted with the duty to ensure the effective, efficient, economical and transparent use of financial and other resources of the entity. Furthermore, each official was tasked with the duty to ensure that preventative measures were taken to avoid irregular, fruitless and wasteful

expenditure and the under-collection of revenue. Furthermore, each official is entrusted with the duty to manage and safe-guard the assets of the entity and to manage liabilities of the entity.

[61] It was common cause between the parties that a chain of officials were involved in the procurement process. The officials carried different ranks in the organization. It was further common cause between the parties that the Employee only became involved at the very end of the payment process.

[62] It was the undisputed evidence of the Employer that certain documents had to be considered prior to affecting payment of an amount. It was further the undisputed evidence of the Employer that if any one of the required documents did not correspond with the other documents, payment should not be affected. In particular it was testified that the quotation and the order had to correspond.

[63] Mr Sigasa, who was the District Manager of the area where the food parcels were required to be distributed, testified. His testimony was that in one of the instances he only received 150 food parcels. His testimony was also that he was instructed by the General Manager, Mr Lintoe, to write a confirmation of receipt indicating that he received 450 parcels in good order. His testimony was that he was the subordinate of Mr Lintoe and that he executed an instruction. Furthermore, he testified that when he realized he would not receive the outstanding 300 parcels, he made an affidavit to explain why he acknowledged receipt of 450 parcels. Mr Sigasa's case was not what I had to decide, thus I will not comment on Mr Sigasa's conduct.

[64] It was not disputed that the Employee was not privy to the communication between Mr Sigasa and Mr Lintoe. However, the question remains, why did the Employee affect payment even though all of the relevant documents did not correspond?

[65] The material part of the evidence of the Employer's third witness, Ms Pule, was that she noted that all of the relevant documentation did not correspond. She further testified that she then reported this to the Employee, who was her superior. It was upon the instructions of the Employee that she then compiled the Sundry Payment Advice in line with the order and the invoice.

[66] The Employee, on the other hand, testified that he noticed that all of the documents did not correspond. However, his case was that he affected the payments because in both instances the

food parcels would be distributed over a three month period. His justification for affecting once off payments in both instances was that according to him there had been an agreement between the Service Provider and Mr Lintoe that payment would be once off and that the delivery of the parcels would then be made monthly. He contradicted this statement later by submitting that his actions were based on an agreement between Mr Lintoe and Mr Sigasa. He could not produce any substantiation for these submissions. In fact, he did not even present any particulars of the alleged agreements.

[67] The one document that the Employee referred to in support of his submission that in the two instances in question, the specific arrangement was that once off payment would be affected whereas monthly deliveries would be made, was a Memorandum, signed by the Acting Executive Manager: Grants Administration, directed at the Regional Executive Manager and dated 8 June 2012. The relevant sections of this document which the Employee relied on in support of his submission, read as follows:

"The purpose of this memo is to clarify the process to be followed in extending the social relief of distress to community members in the Cyferskuil and QwaQwa areas respectively.

"An e-mail instruction was forwarded to the North West and Free State regions respectively, advising that the social relief of distress which had been provided during the Cyferskuil official office opening function as well as the closing ceremony for the Child Protection Week in QwaQwa should be extended to 500 families. The initial number screened in Cyferskuil was 100, while 150 were screened in QwaQwa.

"Following the discussion with the CFO, it has been agreed that the numbers must be kept down to remain within the R500 000 delegated threshold which Regional Managers have. This means that there are two options:

- "1. Increase the numbers to 416 families and provide the assistance as a once-off form of support; or
2. Reduce the numbers of families to 138 and provide the assistance for a period of 3 months.

"Given the intention of this programme, which is to provide nutritious food to families of malnourished children, to ensure that the children thrive, to provide the assistance as a once-off intervention will not be effective. It is therefore recommended that the regions provide the social relief food parcels to 138 families for a period of 3 months. The total cost for this intervention will

then be approximately R496 800, which is within the delegated levels for Regional Executive Managers.”

[68] Nothing in the referred extract supports the Employee's submission that the arrangement was that a once-off payment would be made to the Service Provider who would in turn affect three monthly deliveries. In fact, the Employee's submission does not make sense at all. He was an official who formed part of a chain of officials who dealt with public funds entrusted to the Employer to provide social relief to identified families in need. Furthermore, this document was only signed four days after the Employee affected the first payment in question. Thus, the Employee could not have relied on the document at the time, since it did not exist yet.

[69] If one considered the Legislative Requirements that the Employee had to comply with, his actions did not make any sense. Furthermore, the Employee's actions were clearly in contravention of his Legislative mandate. It could not be efficient, economical transparent use of financial resources or the safe-guarding of the assets or management of the Employer's resources to affect a lump sum payment up front for three months' worth of food parcels, whereas only one month's parcels were received at the time. Especially not in the light of the Legislative provision that the Employer had thirty days to make payment for services rendered.

[70] The Employee was not in a junior position. In addition to this, he had eighteen years' of service and should have known better than to affect a payment based on his assumption that the fact that the amounts he authorized were three times more than the amounts quoted related to the fact that the relief would be granted over a three month period.

[71] It was stated to the Employee that the Employer did not have to use the same Service Provider for the duration of the project. His version was that in this instance the same Service Provider would be used, but he presented no evidence or document to substantiate this submission.

[72] The Employee submitted under cross-examination that if he had known that all the parcels would not be delivered, he would not have affected the payment. The question is, was there any way that the Employee could know that all of the parcels would be delivered? The evidence presented to me does not support a conclusion that the Employee could have known that all the parcels would be delivered. He affected payment for 138 food parcels in the amount of R476 100.00 on 4 July 2014. His unsubstantiated submission was that the documents referring to 138 parcels were wrong and should have referred to 414 parcels. It was a further unsubstantiated

statement by him that the order superseded the quotation. Mr Sigasa sent an e-mail to confirm receipt of 138 parcels only on 3 July 2014. This in itself should have alerted the Employee that he could not authorize payment for 414 parcels.

[73] I further noted that the Employee did not challenge the material evidence of the Employer that any official concerned with payments should report any discrepancy in terms of the required documents prior to proceeding with the process. It was thus implied that the Employee should have reported the discrepancies in the documents to his superior prior to affecting the payments. The Employee never testified that he did this. In fact, the Employer's representative specifically stated to him that if he stated that he had taken up the discrepancy with his superior and was then instructed to proceed, it would have been understandable. However, even on this statement, the Employee did not make any mention that he reported the discrepancies or even enquired about it from his superior. The Employee acted on an assumption. This was where the Employee was grossly negligent. Instead of complying with procedure, he ignored glaring discrepancies and acted on illogical assumptions.

[74] Based on the evidence presented to me, I found that the Employer discharged the onus of proving on a balance of probabilities that the Employee was guilty of the two counts of gross negligence.

[75] The misconduct of the Employee did not only impact on the Employer, but also on the most vulnerable members of society, those who lack the means to provide for themselves and their families. As a result of the Employee's negligence, the system failed a substantial amount of needy families. This is a serious attack on the moral conscience of society.

[76] The Employee was experienced and should have known the Legislative Requirements of his position. The Employee can also not claim that since he was at the end of the chain of officials, he could just rubberstamp the process by signing the authorization for the payment. He did not challenge the Employer's evidence that each official in the chain should check that all the documents correspond and that if a discrepancy was detected, it should be reported. This makes sense in the light of the Legislative Requirements.

[77] The Employer is a public entity entrusted with the function to provide social relief to those in need. It is well known that the Employer featured numerous times in the media for suspected irregularities. The incidents in question involved several officials, some of whom were dismissed

on similar charges than those that the Employee was dismissed for. Others resigned in the face of disciplinary action. The two incidents in question would without any doubt seriously impact on the public image of the Employer. The Employee's negligence contributed to this.

[78] It would be absurd to expect the Employer to pardon the Employee. It would further be an illusion to suggest that the trust relationship between the Employer and the Employee could be restored. In addition to the trust relationship between the Employer and the Employee, one must also consider that the general public should be able to trust entities such as the Employer. Incidents like the two in question will definitely negatively impact on the general public's trust in the entity. One can further not ignore the general occurrence of corruption in our country at present. It is crucially important for entities such as the Employer to implement measures to combat and minimize any corruption or perception of corruption on the part of the entity or its officials.

[79] In the light of the evidence presented to me, as well as the general considerations I referred to in paragraphs 75, 77 and 78, I found that dismissal was the appropriate sanction in the circumstances.

AWARD

[80] The dismissal of the Employee, **Rock Rodger van der Ross**, by the Employer, **South African Social Security Agency (SASSA)**, was both procedurally and substantively fair.

APPROVED



Signature: _____

Commissioner: **Anna Fourie**

Sector: **Parastatals**