



ARBITRATION AWARD

Panelist: **Vuyokazi May**_____

Case No: **GPBC603/2024**_____

Date of the Award: **14 August 2026**_____

In the matter between:

PSA OBO DELIWE MAHLANGU

(Union / Applicant)

DEPARTMENT OF FORESTRY, FISHERIES AND THE ENVIRONMENT

(Respondent)

Union/Applicant's representative: K. Moalosi

Respondent's representative: C. Leballo



DETAILS OF HEARING AND REPRESENTATION

1. The matter was set down for an arbitration process from 08 October 2024, and it got finalized 27 May 2026. The proceedings were held under the auspices of the General Public Service Sector Bargaining Council (the Council) at the offices of the Respondent in the Department of Forestry and the Environment in Arcadia.
2. The Applicant, Ms Deliwe Mahlangu, was in attendance with her representative Mr Kabelo Moalosi, an official from the registered trade union PSA. The Respondent, Department of Forestry Fisheries and the Environment was represented by Mr Charles Leballo, the Respondent's Assistant Director in Labour Relations.
3. Each party had a bundle of documents admitted into evidence in the proceedings and the bundles were marked "Bundle A" for the Applicant and "Bundle R" for the Respondent. The parties also signed pre-arbitration minutes which were placed on record at the commencement of the arbitration proceedings.
4. An inspection in loco was conducted on site at the request of the Applicant party.
5. There were no preliminary issues that required determination on the matter.
6. The proceedings were electronically recorded.

BACKGROUND TO THE ISSUE

7. The Applicant was employed by the Respondent as a Project Coordinator on 01 March 2016. Her annual earnings were R375 153.07.
8. She referred a dispute to the Council in terms of section 191(1) [191(5)(a)] of the Labour Relations Act 66 of 1995 as amended ('the LRA henceforth) on 09 April 2024, claiming that she was unfairly dismissed on grounds of misconduct on 22 March 2024. The



matter could not be resolved through conciliation, it was referred for an arbitration process.

9. The background given on the matter was that the Applicant was appointed as a project coordinator. In the project she would go on site and take measurements and indicate the number of hectares worked on by the service provider, then complete inspection report stating the number of hectares covered.
10. It was established at the commencement of the proceedings that the Applicant was found guilty and dismissed for the following count of misconduct:

“Gross dishonesty

*It is alleged that you have contravened the Disciplinary Code and Procedure for the Public Service Coordinating Bargaining Council Resolution 1 of 2003, when on or about 13 March 2020, you signed an IAP site inspection report for payment of the contract number **A22C100100915** for Nbal number **A22C100548** in which you certified that the work had been completed satisfactorily, whereas the work hereof was discovered to be incomplete.*

*Consequently, the Department of Forestry, Fisheries and the Environment (DFFE) inappropriately paid for the work that was incomplete, amounting to an approximate shortfall of **R252 252.40**. Your actions herein constituted gross dishonesty.”*

11. The Applicant's case was that she has indeed signed the inspection report, but it was not a source of payment; and the work she had inspected was indeed completed. The Applicant disputed the amount on the charge sheet and alleged that the amount that was paid to the service provider was actually less than the amount stated on the charge. The applicant further alleged that the employer's inspection was not completed thus the wrong conclusion.
12. The Respondent's case was that a random check was conducted on the project to do verification, and it was found that the project was not completed, contrary to the report completed by the Applicant that the project was completed on site. The Respondent's



case was further that the Applicant was obliged to provide accurate information and she failed to do so. Consequently, a service provider had to be appointed to re-do the work the Applicant had alleged was completed. The Respondent's case was therefore that the Applicant was dishonest and her conduct led to the financial loss stipulated in the charge.

13. The Applicant had no issue with the procedure followed by the Respondent prior to her dismissal, she only challenged the fairness of the dismissal on substantive ground. She relied on the evidence of two witnesses in support of her case, including herself, the Respondent relied on oral evidence of three witnesses. The parties submitted bundles of documents and they were marked 'A' for the Applicant and 'R' for the Respondent.

14. The Applicant wished for the primary remedy of reinstatement, with retrospective effect from the date of dismissal; should the Council rule in her favour; whilst the Respondent wished for the dismissal of the case.

ISSUE TO BE DECIDED

15. I am required to determine whether or not the dismissal of the Applicant was substantively fair.

16. In the event that I find that the dismissal of the Applicant was unfair, I am required to also determine whether reinstatement would be an appropriate relief for the unfair dismissal.

SURVEY OF EVIDENCE AND ARGUMENTS

17. Only the salient points of the parties' evidence are stated hereunder.



The Respondent's case

18. The Respondent relied on the testimony of three witnesses in support of its case, they were:

- (a) **Mr Sydwell Matsila** – the Deputy Director in Woodlands and Indigenous Forest Management;
- (b) **Mr Ronald Nenungwi** – the Director responsible for cheque management, now responsible for EP implementation in Free State;
- (c) **Mr Elvis Kgotjane Choma** – Deputy Director in Environmental Programmes in North West

19. **Mr Matsila** testified that he was appointed as an Assistant Director: SHEQ Management before he was appointed as a Deputy Director. He said they would normally conduct random verifications on projects that are marked as completed. The project the Applicant was working on was one of those projects that were randomly selected for verification. They would request a list of projects which are listed as done and completed for verification. The information is requested from GIS. Once they select the project from the list, they require contract summary of the area completed, quotations, the final inspection sheet, and they ensure that the report is signed by the officer who was coordinator in the project. They would bring their GPS and anything that is able to map the area that has been worked on and completed. They would then invite anyone who would be there as a witness, which may include the supervisor of the project, an officer or any delegate. After the verification they would write a verification report.

20. He made reference to his report on page 30 of the Respondent's bundle and confirmed that he is the author of the report which he drafted after the verification was done on a project involving a company called Lucas Eradicators CC, in which the Applicant was a project coordinator. Present during the inspection was the Applicant Ms Mahlangu, S Maphophe and the service provider from Lucas's Eradicators. He had with him the GPS to map the area, and the rest of the other information was received



from the GIS office. Amongst the documents he received was the description-of-work sheet which served as a guide as to what was planned on the project. The sheet indicated that an area of 163.28 hectares was planned to be cleared. The specifications included a description of the types of trees that needed to be cleared and the method to be used in clearing the area. This was the document that was used by the project coordinator, Ms Deliwe Mahlangu on the Lucas Eradicators project

21. When he got to the site he expected the area to be cleared to be in line with the information on the description-of-work sheet, or the same as described therein. To complete site inspection he utilized quotation packages, GPS to walk the field, non-conformity report and Maps which were taken from the GIS office. During the verification, he discovered that out of the 163.28 hectares, 80.92 hectares were not done. This meant that R252 252.80, was paid for work which was not done. He found that treatment number A22C100100915 was therefore only partially worked on; the boundaries were not clearly defined; there was poor quality on cut stump; and there was inclusion of infrastructure such as buildings within the NBAL. He had noted that they included in the final inspection report even the area that had buildings as the area that had been worked on and it was questionable how they made such an inclusion when species cannot grow on buildings and concrete surface. There was also an area which they were told when doing verification that the team did not have access to because they did not know who the owner of the land is, and did not have the map for it. He said the track log is on the edge of this area to show that he walked the area when he was doing verification therefore he did verify even that area and he found it not having been worked on.

22. He referred to the letter which purports to have been written by the land owner in the area that was not worked which explained that the landowner is the one that instructed an agent from Lucas Eradicators not to work on a particular section of the land. The witness explained that a demarcation form must be completed if a landowner does not want a certain portion of the land to be worked on. This form serves as an agreement between the landowner and the Department that a certain portion of the land will not be worked on and this was not the case on this project.



23. He indicated that the final inspection report is completed by the project manager and in this case, it was the Applicant who completed the report indicating that the entire area which was planned has been worked on, and the work is satisfactory. The discovery made during verification was contrary to what the Applicant reported on the IAP site Inspection report where she indicated that 163.28 hectares had been cleared.
24. The witness stated that after the inspection he drafted the report indicating his findings. In his report he indicated that an amount of R252 252.80 was paid for an area which was not mapped. He indicated that there was no value to the Department because the money was paid for work not done, and he was not certain whether the amount was ever recovered from the service provider. He stated that due to time constraints he spoke to parties that were involved in the verification to sign non-conformity forms with the undertaking that he would populate the information regarding his findings on the form at a later stage. A dispute arose regarding his report wherein Ms Mahlangu and other colleagues questioned the method he used to do the verification, including him making them sign a blank non-conformity report. To address the complaint about the method he used when conducting verification, Mr Matsila alluded that he used what he found in their unit, he only brought GPS; and that the information that is stored on GPS is used for reporting purposes, he had no reason not to utilize it.
25. In cross-examination it was put to the witness that the area he was verifying was mountainous and bushy and he was looking for alien species, he therefore did not walk the entire 163 hectares. If he did not walk the entire area, it also means that he did not verify the entire area. His response was that the area he did not have access to was not walled but there was fence therefore he could see that the area was not treated. He insisted that he did verify the entire area. A dispute arose about whether or not the witness could see the fence in the polygon from where he stopped. Version was put to him that he could not whereas he said he could. It was for that reason that an inspection in loco was requested to determine which version is correct.



26. **Mr Nenungwi's** evidence was that they do quality management work according to the norms and standards set up by the Department. Because some service providers would get paid without having done the work, a team had to be set up which does quality assessments and quality verifications. Negligence and fraud were rife, they therefore had to make sure that whatever the Department is paying for has to be paid. Quality assessments are done by the province and as a team they do assessments and suggest corrective measures. A schedule would be developed at the beginning of the financial year by one of his two Deputy Directors and it would be shared with the Chief Directorate, for assessments and verifications. He said they normally initiate the verification process, but there are times when they get called to give an opinion. He could not recall whether they initiated the verification on the Lucas Eradicators matter or they were called. He stated that the team that does verification walk the area to be verified, together with the service provider and project manager. When verification is done, he would sometimes walk the area with his team because he is the one that signs off payments. He confirmed that he was not there when verification was done on the Lucas Eradicators project.

27. Insofar as the complaints regarding the report is concerned, the witness stated his team presented their findings in a meeting, and the other party also presented their own; but there was nothing that they presented that changed the findings that were made.

28. He made reference to the IAP Site Inspection Report and said that this is the document he considers before payment is authorized. He said there is so much trust that is put on the person who signs the report in that if they mark that the work was done and it is satisfactory, then payment is authorized. He said when he signs off payments he does so on the basis of the documents presented from the project. He conceded however, that the invoice included in the bundle is not proof of payment to the service provider.

29. Mr Nenungwi confirmed that his unit get the information from the client, they only bring GPS on site for verification purposes.



30. **Mr Choma** indicated that he is the Deputy Director in Environmental Programmes in the Northwest. The mandate of this programme included alien rehabilitation and restoration. His responsibility is to ensure that there is planning and implementation, as well as identification of key priority areas where they need to focus. He is the overseer in Bojanala district.
31. Insofar as the issue involving the Applicant is concerned, the witness stated that the quality management (QM) visited their district to conduct verifications. Lucas Eradications was one of those projects they sampled. They (QM) requested information from them for work that has been completed, and special data like Nbals with signed source documents. They then went and performed the verifications. They produced a report as part of the process, and in the end there were adverse findings of work not fully completed and money being paid for areas not worked. QM would give them 3- day notice to give response on adverse findings. It became clear that the project coordinators were not happy with the manner in which these verifications were being conducted. The model of implementation was that the systems the verifier was using was not aligned with their mode of implementation in the district. Another issue was the submission that the verifier made them sign a blank register.
32. In their attempt to resolve the issue, they wrote to quality management and highlighted the issues raised by the project coordinators. It was recommended that a bilateral meeting be held to resolve the issue. The meeting was held under chairmanship of the Chief Director: Quality Management. In the end she came to the conclusion that the systems in Northwest region are not aligned. She also indicated that such does not take away the fact that there are findings which have financial implications. In the end the project was put in the register for wasteful expenditure.
33. All the witnesses spoke to the verification process, including the documents used when verification was performed. One of the issues raised was whether or not the source documents used to perform the verification were the correct documents for that purpose; whether or not it was necessary for the verifiers to walk the entire area when



they performed the verification; and whether or not the amount alleged to have been paid to the service provider was the amount indicated in the charge sheet.

34. With that witness, the Respondent rested its case.

The Applicant's case

35. The Applicant relied on her **own testimony** and that of **Xola Moris Tsobo** – Former Implementation Manager and Deputy Director on pensions in North West.

36. The Applicant testified that as Project Coordinator, her role was to provide support services for the project, implementation, monitoring and rendering the close out of the project. She said she pleaded not guilty to the charges because in terms of PFMA, fruitless and wasteful expenditure can only occur when payment is made and in this case, no payment was made as a result of the report she signed. She explained that for expenditure to be categorized and fruitless and wasteful, there must be payment made and it must be of no value to the Department. She said her role was to do a KPI report, send it to supervisor who verifies what was on the report. The responsibility of the supervisor would be to verify what is on the ground and what she had drafted on the report. He would then send to the Chief Director for approval. The Chief Director would then determine the amount the service provider would be paid based on the information presented to him. In this case, he approved an amount of R400 750.00 for Lucas Eradicators.

37. Insofar as the charge against her is concerned, the Applicant disagreed with the allegation and stated that the area was worked and the work was satisfactory. She indicated that there are 3 critical elements that must be in place when one does verification, and those are the tread log, visual evidence to support the finding, and time frame to do verification. She said verification should be done within three months after work has been done as delayed inspection can affect accuracy of the outcome. She



believed that the Respondent relied on incorrect source documents in performing the verification in that quotation was used instead of KPI document.

38. The Applicant stated that the verification was scheduled for 3 days because of how big the area to be inspected was. The landowner was also there. Mr Matsila came on the first day and made them sign a blank conformity form, and he never returned for the inspection to be completed. During the verification on the day he came, he would not listen to anyone.
39. She indicated that when they worked on the area they focused on part that contained alien species, and the area beyond the fence did not have anything so they did not focus on it. They needed the landowner to give them a go-ahead to treat the species and the latter instructed them not to treat the blue gum that was near his house and he wrote a letter to that effect. They then worked on the area and treated the alien species. The verification was done by quality management seven months after the work was done in the area and there was already regrowth in the area.
40. The Applicant concluded by stating that she does not agree with the charge of dishonesty because there was no misrepresentation on her part. She indicated that the dismissal affected her and her family adversely.
41. In cross-examination, the Applicant indicated that there was no financial loss suffered by the Department due to her signing the inspection report because the report did not trigger payment, it was signed to close off maps that were open since it was the end of the financial year. She said her signature on the inspection report was a confirmation of what she observed in the field and she was satisfied with the work. She reiterated that the source document used by the verifier was incorrect because it was not suitable for the type of project being verified. The Applicant disputed that Mr Matsila only came with GPS to do the verification and stated that the verifier would usually ask for the documents that were used in the projects from them, but Mr Matsila did not do so in this case, instead he sourced the documents from WIMS. She stated that the use of quotation package for verification was wrong, the map used for verification was correct. She disputed that the Nbal was not worked on, and stated that the only area that was



not treated was the species that the landowner did not want treated. She said in her planning she focused on the density which was 58% of the polygon, not the entire area, and that there was non-infestation beyond the fence. She said the map included the area that had no infestation because the map was generated prior to her planning. She contended that Mr Matsila did not note that he could not verify the area behind the fence yet his report gives an impression that the entire area was verified. She insisted that the map included in Mr Matsila's report was downloaded on google and it reflects the area before any changes were made in the area.

42. She insisted that Mr Matsila did not reach the fence. She confirmed that the track log is automatic and it shows they had walked the area where it is marked red. She protested that there was no obstruction except the fence, but he did not reach the fence and there was nothing that prevented him from walking the distance to the fence. She conceded that she did not make comments on the inspection report that a certain portion of the area was not worked due to the instruction of the landlord; and her reason was that she never saw anyone commenting on the section of the form before. that a certain portion area was not worked. She reiterated that the quotation package, the PPR, the final inspection report, and the invoice generated by the service provider were not relevant for the purpose of verification on the project. She disagreed with the version put to her that her branch utilizes quotation packages in the invoices to determine expenditure and stated that every expenditure is determined in the CSM office and the quotation packages did not go beyond their office. it was put to the witness that the four sets of documents, the quotation packages, the PPR, the inspection report and invoice were all important in the verification because even the supervisor made reference to it in her email. She disagreed stating that the documents were not even part of the tender bid process.

43. Mr **Xola Moris Tsobo** testified that he was the overseer of all operations prior to his retirement but was referred to as operations manager with Assistant Directors, one of whom was in the Wild West region. The witness confirmed that the information downloaded from WIMS was outdated and no longer relevant for 2019 verifications. He said the WIMS was used as a guideline and was not a reflection of what was happening



in the project. For that reason, the witness said the information by Mr Matsila could not be accurate. He said that a number of meetings were held to align the new system after the tender system of appointing of service providers was introduced to the DFFE, which was causing confusion, and the SHEQ department was not part of the meetings, hence the confusion on Matsila's report. He confirmed that the report on the project was widely contested, along with two other projects.

44. The witness stated that he was involved with auditing of another project and he saw Mr Matsila asking officers to sign a blank non-conformity report and what was put on the report was not a true reflection of what was discussed. He said they expected him to send the report after he was done working on it in his hotel, but that did not happen, that is why the report was utterly rejected together with the financial implications. He indicated that the financial report from WIMS would not be accurate because information on WIMS was basic information on youth etc., hence forms were developed as well as statement of account to calculate how much they would use in a project; and WIMS does not have such information. He said the quotation package was a document used for the emerging contractors and it was used as a guideline since there was no workable document for the project managers to capture information. He stated that until he retired, the quality management could not explain how they calculated the figure on the charge, he said the figure still does not make sense.

45. He pointed out that there is no proof of payment of the said amount, and he confirmed that the only proof there is the amount he signed for which is an amount R400 750, an amount which was approved by Christo. The witness asserted that Mr Mahlangu was not involved in payment in anyway. The witness insisted that the charge is irrelevant because it is not a true reflection of the payment that was made and it is based on incorrect information. His evidence was that WIMS was outdated as a result, the KPI and statement of account which are used for payment, documents which Dr Christo would use to determine payment to made, were not loaded on WIMS. He disputed the invoice which purports to be from the service provider, and stated that he never saw the invoice before. He said if it was submitted to him he would have rejected it because it



does not contain the relevant information and it is not compliant with the standard required.

46. In cross-examination the witness stated that the area was so big that the service providers would never be paid if the Department would wait until the work is finished, therefore the work already done would be assessed and payment generated in accordance with work already completed. He could not confirm whether or not the work on the project was completed as he said he did not go with the auditors for inspection. He insisted that Mr Matsila exercised coercion to get people to sign non-conformity report, including him.

47. That in a nutshell, concluded the case of the Applicant. Both parties submitted written heads of argument and same were taken into account in making a determination on the matter.

ANALYSIS OF EVIDENCE AND ARGUMENT

48. Section 192(1) of the LRA provides that "In any proceedings concerning dismissal, the employee must establish the existence of the dismissal". The Respondent on this matter did not dispute having dismissed the Applicant, it was therefore not necessary for the Applicant to discharge the onus to prove dismissal in terms of the referred-to section.

49. Section 192(2) of the LRA places the burden on the employer in instances where the existence of the dismissal is established or when it is not disputed, to prove that the dismissal was effected for a fair reason and in accordance with a fair procedure. The Applicant had no issue with the procedure followed by the Respondent. Her case on substance was that she is not guilty of the charges levelled against her, therefore dismissal was inappropriate.

50. The allegations against the Applicant were that she contravened the Respondent's Disciplinary Code when on or about 13 March 2020, she: -



- (i) Signed an AIP inspection report for payment of contract number A22C100100915 for Nbal number A22C100548;
- (ii) in which she certified that the work had been completed satisfactorily, whereas the work was not done;
- (iii) which led to an inappropriate payment for work that was incomplete, and a shortfall of approximately R252 252.80; and
- (iv) was therefore grossly dishonest

51. It was common cause that the Applicant signed the IAP inspection report on 30 March 2020, and it was common cause that the Applicant certified on the report that the work was completed satisfactorily. What was in dispute was the allegation that the work was not done; that the said report was for payment of the said contract; the allegation on the shortfall amount; and whether or not, when all things considered, the Applicant was grossly dishonest.

52. In *Stellenbosch Farmers' Winery Group Ltd and Another v Martell et Cie SA and Others* 427/01 [2002] ZASCA 98; 2003 (1) SA 11 (SCA) at paragraph 5, the Supreme Court of Appeal held that, where factual disputes arise, the decision-maker must assess the credibility of the witnesses, their reliability, and the probabilities. The Respondent bears the onus to prove the fairness of the dismissal on balance of probabilities.

53. The first issue to be determined was whether or not the work was done as per the contract with Lucas Eradicators CC. The Respondent alleges that the verification of the area to be worked revealed that 80.92 of the 163.28 planned hectars were not done in that the Nbal boundaries were not clearly defined; the Nbal was not completed and it included building and settlement area; and there was poor quality of cut stump. The Applicant's case was that work was done; that the 163.28 hectars was the total size of the polygon and that the area with alien species was 58% of the polygon.

54. The evidence in support of the allegation that the work was not done on the one hand was based mainly on the evidence of Mr Matsila, the auditor who performed the verification on the Nbal. Mr Matsila presented the map and pictures in support of his oral



evidence that the area was not worked. On the other hand, the Applicant insisted that the area was worked. In assessing the two contrasting versions, regard was had firstly to the evidence that there was no agreement as to what the discussions were by those who were present during the verification. The people who were present were Mr Matsila, the Applicant, the Applicant's supervisor and the agent from Lucas Eradicators. It means that Mr Matsila and the Applicant were the only people in the arbitration process, who were there when the verification was done, the people who are not in agreement as to what transpired. Secondly, the report was disputed on the basis that the source documents used by the auditors when performing verification were outdated and irrelevant to the project. It was further submitted as common cause that the participants in the verification process were made to sign blank non-conformity register wherein information was inserted later.

55. The Applicant's version that Mr Matsila did not finish the verification process in that he only came for one day out of the scheduled 3 days was not disputed by the Respondent. It cannot be therefore that there was an agreement between the participants and the auditor because the verification was still pending when the auditor disappeared. On that basis, it is not possible then that there was an agreement as to what was worked on and what was not because the verification process was not completed; which leaves the version of the Respondent as the party that bore the onus to prove fairness of the dismissal uncorroborated.

56. I am also persuaded by the Applicant's version that the map used by Mr Matsila in his report, which showed dark shaded areas which were reported trees that were not worked, was a Google map which was only updated periodically and is therefore not a true reflection of the overview of the area in question. I say this because the map does not show the cultivated area which was observed when the inspection in loco was done. There was also nothing on the photographs provided by the Respondent that linked the untreated species on the photos to the Nbal in question. They are just photographs of trees with no landmark that shows that the pictures were indeed taken from the area. Not even the fence that was mentioned by both parties and observed by all in the



inspection in loco, was photographed to show that the pictures were taken from the correct Nbal.

57. It needs to be recalled that Mr Matsila compiled the report alone, having made the participants to sign blank non-conformity registers before he disappeared; there was therefore no means of verifying that the photographs were indeed taken from the area in question. The report was also vehemently disputed from the onset, to an extent that a bilateral meeting was held to address the concerns on the report with no joy derived by the complainants.

58. The explanation given by the Applicant was that the entire polygon is 100%, which means 163 hectors cited on the report constitutes 100% of the polygon. The density was 58% of the polygon because not all the area in the polygon was infested. The inspection report on page 22 and 23 of the Respondent's bundle says 163 is the hectors to be cleared. The explanation from the Applicant regarding the discrepancy was that the inspection report he signed was done to close up the map in the financial year because it would not be possible for them to download a map in the new financial year if the map was not closed because the current map would still be active, hence the date of signature was in March towards the close of the financial year. She further explained that the map was already generated as 163 hectors, and the system would not allow them to close it at any other figure but the one it was generated as when the map was created.

59. Another issue raised by the Respondent was the concern that the inspection report signed by the Applicant covered an area which contained buildings and settlement dwellings. The Applicant's explanation was that the landowner was instructed that the portion of the eucalyptus near his dwelling need not be cleared and he felt that it protects his house. The Respondent's evidence through Mr Matsila was that there was a demarcation form that needed to be completed if there is an area that needs to be excluded from clearance and that was not included. Having considered that, however, it was noted that the authenticity of the letter written by the landowner was not disputed by the Respondent it is taken therefore that it was accepted. The letter was attached to



the report therefore the Applicant's failure to make comment to that effect on the inspection report had no impact on the Applicant's case as the letter was accepted by the Respondent and formed part of the report signed by the Applicant.

60. Having considered the concession that there was indeed an area that could not be worked due to the instruction from the landlord; it cannot be that the 163.28 hectares indicated as the area to be treated is correct. I therefore accept the Applicant's explanation as indicated in paragraph [58] above as probable.

61. The last issue to be considered is the connection of the inspection report to the payment; the alleged shortfall and whether or not on the basis of the evidence led, the Applicant can be said to have been grossly dishonest. There was no evidence from the Respondent to prove that the inspection report signed by the Applicant was the basis of the payment allegedly paid to the service provider. The Applicant's version that the report had to be signed off weekly or monthly to enable partial payment for work done by the service provider, was corroborated by the Applicant's witness, Mr Tsobo. There was also no evidence that their amount alleged to have been paid to the service provider was indeed paid and led to the alleged shortfall. The Respondent provided no proof of payment for the alleged amount. The person who signed off the amount that was approved by the Chief Director confirmed that the amount approved for payment to the service provided was an amount of R400 750. There was also no explanation as to how the Respondent came to the figure, especially considering that there was no evidence of any payment being made.

62. Furthermore, the Applicant's submission that the chairperson of the bilateral came to the conclusion she reached because she labored under the understanding that every payment is linked to the inspection report yet that was the old system which was using WIMS for the emerging contractors prior to the tender system being introduced and the Land User Implementation model being implemented, is held to be more probable. This is in view of the fact that it was not disputed that the tender system was introduced around 2015; and the assertion that the quotation packages were did not go beyond the branch and therefore could not have been the document sent to finance for payment,



was not disputed save to state that the document was important in the process. I am persuaded therefore that the auditors indeed used incorrect source documents and therefore came to an incorrect conclusion in its verification.

63. On the basis of the aforesaid, I could not find any element of dishonesty on the evidence of the Applicant, let alone gross dishonesty. Having considered the totality of the evidence led before me, I am persuaded that on balance of probabilities, the Applicant's version is more probable than that of the Respondent. I noted no contradictions on the evidence of the Applicant, despite numerous versions being put to her that she is contradicting herself. I found the Applicant and her witness to be more credible than the witnesses of the Respondent as the evidence of findings of the verification was done by one person who made people sign blank reports and did not send the report to the participants to confirm that it is a true reflection of what was agreed during the verification. Mr Nenungwi was not even in the vicinity of the verification site whereas Mr Tsobo gave evidence of what he observed, what he signed as the superior in the region and what was subsequently approved by the Chief Director. This consequently mean that there was no basis for the dismissal of the Applicant, therefore the Respondent's decision to terminate the Applicant's employment was unfair. The submission that the relationship of trust has broken down cannot be sustained. There was therefore nothing before that would prevent the Applicant from being granted the relief she sought.

64. It is on that basis that I hereby find that the Respondent has failed to discharge the onus to prove the fairness of the dismissal on substantive ground. In the premise, I hereby rule as follows:

AWARD

65. The dismissal of the Applicant was substantively unfair.



66. The Respondent Department of Forestry, Fisheries and the Environment, is ordered to reinstate the Applicant, Ms Deliwe Mahlangu, to her position as a Project Coordinator, retrospectively from the date of her dismissal on 22 March 2024.
67. The Applicant is therefore directed to report for duty at the employer's premises where she was rendering services, on Tuesday, 15 September 2026.
68. Due to retrospective effect of the Applicant's reinstatement, the Respondent is further ordered to pay the Applicant an amount of R906 619.91 (Nine Hundred and Six Thousand, Six Hundred and Nineteen Rands and Ninety-One Cents) as the salary the Applicant would have received for the 29 months she had been unemployed, were it not for the unfair dismissal. The amount is calculated at the Applicant's rate of pay at the time of her dismissal as follows: R375 153.07 (per annum) divide by 12 X 29 months.
69. The Respondent is ordered to pay the amount stipulated in the preceding paragraph to the Applicant's bank account as per the Respondent's records, this not later than Tuesday, 15 September 2026.



V. May
Commissioner