



IN THE COMMISSION FOR CONCILIATION, MEDIATION AND ARBITRATION

Rosemary Maposa & 4 Others

Case number: GATW5840-25

Employee

and

Lococo Trade (Pty) Ltd

Employer

Date of hearing: 24/10/2025

Date of ruling: 3/11/2025

JURISDICTIONAL RULING

Name of Commissioner: L.J Sikwane

Details of hearing and representation

1. This is the award in the arbitration between Rosemary Maposa and 4 others (hereinafter referred to as “the Applicants”) and Lococo Trade (Pty) Ltd (hereinafter referred to as “the Respondent”).
2. This dispute was referred to the CCMA in terms of section 73A [BCEA]: – Claims for failure to pay any amount owing (BCEA).
3. Ms. Rosemary Maposa and Ms. Nomthandaso Moyo were the only Applicants who attended the proceedings.
4. The following Applicants were absent from the arbitration proceedings and they were also absent during conciliation Nokwanda Mthembu, Thandazile Harriet Dlamini and Gracious Mpofu. The aforesaid Applicants are therefore excluded from this award.
5. The Respondent was represented by Ms. Jadene Oeschiq in her capacity as an Attorney, whilst the Applicants appeared in person.
6. The Respondent submitted a bundle of documents.

7. The proceeding was conducted in English and was recorded via the CCMA JAVS system. Handwritten notes were also taken.

Issues to be decided

8. I am required, firstly, to determine whether the CCMA has the requisite jurisdiction to arbitrate this matter, should I find that it does, I am required to determine whether Respondent owes the Applicants money in terms of section 73A of the BCEA.

Background information

9. The Applicants commenced their employment with the Respondent on various dates. Both Applicants were employed as General Workers and they were earning R6600-00 per month. On 8 April 2024 the Applicants through their Trade Union, LEWUSA referred a section 73A dispute to the CCMA Tshwane region alleging that the Respondent owes them R6600-00 for their outstanding leave days.
10. On 2 May 2025 the matter came before Commissioner Kona as a con/arb process but the Respondent failed to attend. Commissioner Kona proceeded in the absence of the Respondent and a default arbitration award was issued in favour of the Applicants. The said award was communicated to the parties via email on 14 May 2025.
11. On 24 June 2025 the Respondent applied for the rescission of the award in question and a ruling granting same was issued on 31 July 2025. The matter subsequently came before me at arbitration on 24 October 2025.

Preliminary matters

12. Ms. Oelschiq at the commencement of the proceeding raised a point in limine indicating that the CCMA lacks jurisdiction to entertain the matter. She indicated that the matter is res judicata in that it was settled by the CCMA on 24 June 2025.
13. Ms. Oelschiq indicated that the Applicants in or around May 2025 referred two disputes to the CCMA Tshwane region. The disputes referred by the Applicants were for alleged unfair dismissal and a section 73A dispute. The dispute pertaining to 73A was pending at the time the dismissal dispute was resolved by the CCMA by means of a settlement agreement.
14. The preamble of the said settlement agreement reads as follows: The undersigned parties record the settlement of their dispute in the following terms. By signing this agreement, the parties acknowledge that the agreement was read to them and interpreted (where necessary) and that they understand the content thereof. This agreement is in full and final settlement of the dispute referred to the CCMA as well in full settlement of all statutory payments due to the applicant as reflected at paragraph 5 of this agreement (where no statutory payments are due and owing to the applicant it shall be specified at paragraph at paragraph 6 of the agreement).
15. I scrutinize the settlement agreement in question more especially paragraphs 5 and 6 thereof. The settlement agreement does not specify at paragraph 5 that the amount reflected at paragraph 3.1 is inclusive of statutory payments. However, paragraph 6 negate or contradict paragraph 5 in that the box that deals with statutory payment was not ticked. The said box reads as follows: - the parties agree that there are no statutory payments due and owing to the applicant.
16. I went further to solicit more information from the Applicants so that I may arrived at a fair conclusion. The Applicants indicated that they have been receiving their salaries in cash on weekly basis, they were earning R1600.00 per week. They further indicated that the Respondent's owner, Mr. Ga on 12 April 2025 informed them that he would be closing the business at the end of the month instant.

17. The Applicants worked from 12-30 April 2025 and they were paid their salaries accordingly. It is clear that the Applicants were afforded the opportunity to work their notice period and that they were paid during the notice period.
18. The evidence before me shows that on 23 May 2025 the Respondent deposited an amount of R6600-00 on each of the Applicants' bank accounts. The Applicants avers that the R6600-00 deposited into their bank accounts by Mr. Ga was for their notice pay. They further avers that the Respondent owes them R6600-00 being equivalent to their outstanding leave days.
19. The Applicants' averment that the R6600-00 deposited by Mr. Ga into their bank accounts was their notice pay is incorrect. The Applicants were afforded the opportunity to work their notice period and they were paid for that, they cannot claim that the R6600-00 paid to them on 23 May 2025 was for their notice period.
20. It is my finding that the matter is res judicata in that it was settled by the CCMA on 24 June 2025. It is further clear that the Applicants were paid for their leave days.
- 21.
- Ruling**
22. The Respondent's point in limine is hereby sustained.
23. The CCMA lacks jurisdiction to entertain this matter.



Signature: _____

Commissioner: _____ **Lerato Sikwane**

Sector _____ **Business/Professional**