

EISH THAT'S NOT MY JOB!!!

During 2008, Silverton Spray Painters and Panel Beaters experienced financial woes. As a result of its difficulties it initiated a promotional campaign.

Employees were instructed to physically go to the prospective clients to promote the company thereby securing it more work.

One employee refused to comply with this instruction as it was not part of his job function. He claimed the instruction amounted to a unilateral change to the terms and conditions of his employment.

The Labour Appeal Court held that that employees do not have a vested right to preserve their working obligations completely unchanged as from the moment when they first begin work. It is only if changes are so dramatic as to amount to an entirely different job that there is a right to refuse to do the job in the required manner.

It held that the instruction was not a material change to the terms and conditions of the employee's core duties but simply a variation in his work practice.

Accordingly, the Labour Appeal Court dismissed the employee's appeal.

See Motor Industry Staff Association and Another v Silverton Spray painters and Panel beaters (Pty) Ltd [2012] ZALAC 42.