The consolidated or general final written warning
Derek Jackson

The question of whether or not an employer is entitled to give an employee a “general” warning for a number of unrelated offences or not is under discussion this week.

The concept of giving a collective or general written warning for a number of past – not necessarily related – offences is not unknown.

For example, and employee’s disciplinary record shows that he has been given written warnings on 3 or 4 past occasions for various offences.

He now commits another offence – again different to all the past offences.

The employer can place that employee on terms by means of a final written warning that refers to all the past offences, including the latest offence, and stating that should there be ***any*** future breach of the employer’s disciplinary code, dismissal will result.

In *Witcher / Hullets Aluminium [2003] 12 BALR 1377 (MEIBC)* the employee was dismissed for being absent without leave on two separate occasions.

He was, at the time, on a “consolidated final warning” for absenteeism and other unrelated offences.

The court noted that the dismissal appeared to have been brought about as a result of the employee’s absence and late coming in February and March 2003.

It was further noted that these offences, taken alone, would not have been serious enough to justify a dismissal.

However, in this case, the applicant was subject to what Respondent called a *consolidated final written warning,* issued in December 2002, *after* applicant had had a final written warning issued in September, for driving a vehicle in a production area and causing R50,000 worth of damage, and thereafter coming to work twice in December under the influence of alcohol. It was after these incidents in December that the consolidated final written warning was introduced.

The Arbitrator noted further that “Respondent’s witnesses explained that the consolidated warning was in the nature of a “final, final warning”, and was a sort of “catch-all” warning that would only be issued after a final written warning, and that dismissal would follow if *any form of breach* of company rules occurred while that consolidated warning was current.

The concept of a consolidated final written warning is not specifically referred to in the respondent’s disciplinary code, as far as I was able to see. However, the code does empower the respondent to dismiss employees who continue to breach company rules, in spite of warnings and counselling.

The concept of the consolidated warning, sometime referred to as a “comprehensive final written warning”, or an “ABS warning” is not unknown to the practise of industrial relations in this country.

It was found accordingly that the concept of the “consolidated final written warning” is not unlawful.

Based on the evidence led by the employer, the Arbitrator found that the employee fully understood the meaning and requirements of the warning, and that he was fully aware that any further breaches of the disciplinary code would trigger the next stage of the progressive disciplinary process – namely dismissal.

The dismissal of the applicant was found to be fair.

For further information, contact Derek Jackson on advice@labourguide.co.za