



THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

REPORTABLE

Case no: 2025 – 024810

In the matter between:

CITY OF EKURHULENI METROPOLITAN MUNICIPALITY

Applicant

and

MUNICIPAL EMPLOYEES & CIVIL SERVANTS UNION

First Respondent

**MEMBERS OF THE FIRST RESPONDENT
WHOSE NAMES APPEAR ON ANNEXURE A**

Second to Further Respondents

Heard: 23 July 2025

Delivered: 31 July 2025

Summary: Application for final order interdicting and restraining against strike action. Application partially successful.

JUDGMENT

DANIELS J

Introduction

[1] On 25 February 2025, I granted the applicant a rule nisi and interim order, interdicting and restraining intended strike action by the respondents, pending the return date. On 18 March 2025, the first respondent filed a supplementary answering affidavit. The applicant filed a terse replying affidavit, but did not oppose the admission of the supplementary affidavit. In the exercise of my discretion, I find that it is in the interests of justice to admit the respondents' supplementary answering affidavit. The applicant seeks to confirm the rule nisi.

Material facts

[2] The facts are largely common cause:

2.1 The applicant is the City of Ekurhuleni Metropolitan Municipality ("the City"). The City is established under the Local Government Municipal Structures Act 1998 to provide various services to the residents within its geographical boundaries.

2.2 The first respondent is a registered trade union (hereafter "MECSU" or "the Union") with members employed by the City, some of whom are engaged in the provision of services designated as essential services.

2.3 On 29 August 2024, MECSU issued a strike notice giving the City seven days' notice of its members' intention to embark on strike action. In the notice, the Union identified seven disputes, grievances, or demands. They related to: (i) grading of traffic wardens; (ii) the provision of a ceremonial pass out parade for police trainees after their training; (iii) the implementation of a four days on and four days off shift; (iv) encashment of annual leave days; (v) the implementation of an acting allowance policy; (vi) retrospective pay for fire fighters; (vii) insourcing of security and cleaners. (hereafter "the initial demands")

2.4 On 2 September 2024, under case number 2024 – 098847, the City filed an urgent application seeking an order interdicting the strike. The City argued that the respondents could not lawfully engage in strike action in relation to initial demands. The application came before the learned acting judge Khumalo AJ on 4 September 2024. The matter stood down. On 5 September 2024, Khumalo AJ interdicted the strike pending the hearing of the application and stood the matter down again. The application was heard on 6 September 2024. Khumalo AJ reserved judgment and interdicted the strike pending judgment. Judgment has yet to be delivered eleven months later.

2.5 On 8 October 2024, in relation to the initial demands, the Union issued another strike notice. The City approached the court once again, for an urgent interdict, under case number 2024 - 116893. The matter came before Snyman AJ, who interdicted the strike pending the judgment of Khumalo AJ.

2.6 On or about 21 October 2024, the Union referred a dispute to conciliation to the South African Local Government Bargaining Council (hereafter the “referral”). The referral made reference to four new disputes, demands, or grievances (the “second dispute”).¹ The issues in the second dispute differed from the initial demands. Despite conciliation, the parties were unable to settle the second dispute. The commissioner decided, independently, that he would advise the parties whether the issues in the second dispute could form the basis of protected strike action and therefore instructed the parties to file submissions.

2.7 On 20 December 2024, the commissioner issued a ruling in which he found that the issues in the second dispute were all matters of mutual interest. The commissioner noted that the Union had submitted draft picketing rules to him, which he would adopt pending comments by the City.

¹ The second dispute includes four issues, demands, or grievances relating to: (i) the privatisation of services rendered by permanent employees in the departments dealing with Waste Management, Parks, Water, Roads, Fleet, and Energy (ii) the use of trucks from private companies in the Waste Management department; (iii) the practice of providing PPE once or twice per year; (iv) the failure to provide patrol cars to traffic wardens and officers of the Ekurhuleni Metropolitan Police Department (“EMPD”).

2.8 On 20 January 2025, the commissioner issued a certificate of outcome of conciliation and issued “final” picketing rules.

2.9 On 29 January 2025, the Union issued a letter to the City informing it that its members would picket on 30 and 31 January.

2.10 The City filed a further urgent application in this court, under case number 2025 – 11786, to interdict the picket. The application came before my brother Tlhotlhemaje J who issued an order reflecting the parties’ agreement that the Union would suspend its picket and the City would negotiate on the second dispute.

2.11 The parties engaged at meetings held on 6, 13, and 19 February 2025 (the “engagement meetings”) to discuss the second dispute. The issues constituting the second dispute were discussed, but no agreement was reached. During the meetings, the Union raised other grievances apart from those in the second dispute. The applicant states that it remained willing to negotiate, when it received a second strike notice on 19 February 2025.

2.12 On 19 February 2025, the Union issued a strike notice giving the City forty-eight hours’ notice of strike action. The notice stated that the issues giving rise to the strike were those raised at the engagement meetings and the demands in the referral.

2.13 The applicant alleges that, during the engagement meetings, the Union raised additional grievances including the outsourcing of work of employee relations and legal services, the insourcing of security and cleaners, and the absorbing of traffic wardens into the EMPD. The applicant alleges that the grievances relating to the insourcing of security and cleaners, and the absorbing of traffic wardens, form part of the issues to be considered by Khumalo AJ.

2.14 The applicant alleges that the individual respondents are “overwhelmingly employed” in designated essential services² but it does not identify which of the individual respondents are engaged in which designated essential service.

2.15 In relation to the second dispute, the following must be noted:

2.15.1 MECSU demands that the City stops the privatisation of services currently rendered by permanent employees in the departments dealing with Waste Management, Parks, Water, Roads, Fleet, and Energy. The City alleges that the demand is unlawful because: (a) the City already has contracts with service providers, and the demand would require the City to cancel such contracts unlawfully, (b) the demand is socio-economic, (c) waste management is a designated essential service.

2.15.2 MECSU demands that the City stops the use of trucks sourced from private companies in the Waste Management department, and that the City instead uses only the vehicles the City presently has (or will purchase) for waste management. The City alleges that the demand is unlawful because: (a) it will require the cancellation of contracts with service providers, (b) it is a “socio economic” demand. The City states that much of the services provided through or by the Waste Management department are not outsourced.

2.15.3 MECSU demands that the current practice of providing PPE³ once or twice per year is maintained. The City states that the issue is not “striking” because it relates to a safety issue that is covered by the Occupational Health and Safety Act⁴ (“OHSA”) and the Union may report the issue to the Department of Labour.

² See para 50 Founding Affidavit, Case lines paginated page reference 002-21

³ This stands for “Personal Protective Equipment”

⁴ No. 85 of 1993 as amended

2.15.4 MECSU demands that the City address its failure to provide patrol cars to the traffic wardens and officers of the EMPD who require them. The City states, in broad terms, that the dispute is a “rights dispute” and the Union can therefore not engage in strike action in relation to it.

2.16 The applicant suggests⁵ that the Bargaining Council’s main agreement prohibits MECSU from bargaining with it at local level in relation to certain issues and prohibits MECSU from bargaining with it at central level. The applicant attaches the main agreement but refers to no clause of the agreement.

2.17 The applicant contends the Union should obtain an advisory award in terms of section 64(3) of the Labour Relations Act No. 66 of 1995 (the “LRA”), but it does not state that there is a refusal to bargain, nor does it state what that refusal to bargain relates to.

Legal principles and analysis

[3] The applicant seeks final relief. An application for a final interdict must be satisfied on three essential requisites⁶ namely:

- (a) a clear right of the party asserting it;
- (b) an injury actually committed or reasonably apprehended; and
- (c) the absence of any other satisfactory remedy that may have been available to the party seeking the interdict.

[4] The applicant relies, principally, on its argument that the strike would be unprotected because some or all the members of the first respondent are engaged in an essential service. In its founding affidavit, the applicant gives further reasons why a strike would be unprotected, but it does not flesh these out.

⁵ Paras 63 – 67, Founding Affidavit, Case Lines page reference 002 – 27 to 002 - 28

⁶ *Setlogelo v Setlogelo* 1914 AD 221; *Minister of Health v Drums & Pails Reconditioning CC t/a Village Drums & Pails* 1997 (3) SA 867 (N) at 872C

[5] The right to engage in strike action is a fundamental right enshrined in our constitution. It is an individual right, though it may only be exercised collectively. Given that the right to strike is a constitutional right our courts are enjoined to avoid restricting the right more than is expressly required by the language of the LRA, and any limitation must be strictly restricted to the achieving the purpose of the limitation.

[6] It was in this context that our apex court accepted that the strike notice must identify the issue in the dispute with reasonable clarity.⁷ The strike notice dated 19 February referred to the second dispute (which had been referred to conciliation) and the issues discussed at the engagement meetings. Besides the second dispute, additional issues were raised at the engagement meetings. Accordingly, the strike notice lacked reasonable clarity on the dispute to which the strike was related. In the circumstances, the strike notice lacks reasonable clarity and is defective.

[7] In *City of Matlosana v South African Local Government Bargaining Council & others*⁸ Pillay J considered the meaning of the word “State” in section 64(1)(d) of the LRA and found that it includes municipalities. The learned judge held that the word “State” must be given a broader meaning than “public service” because essential and necessary services are delivered to the public through the national, provincial and local spheres of government. I see no reason to deviate. In the circumstances, the first respondent was required to give the City at least seven days’ notice of the commencement of its strike. For this reason too, the strike notice (dated 19 February) is defective.

[8] The applicant contends that two of the demands concern “rights disputes” and are therefore prohibited by section 65(1)(c) of the LRA. The demands are that: (a) the City must provide patrol cars to the traffic wardens and officers of the EMPD, and (b) the current practice of providing PPE once or twice per year must be maintained.

⁷ *SA Transport & Allied Workers Union & others v Moloto NO & another* (2012) 33 ILJ 2549 (CC) at para 90. Importantly, in that matter, the apex court also endorsed prior judgments of our labour courts which held that the strike notice need not specify the precise time of the day when the strike will start, that employees are not obliged to commence striking at the time indicated in the notice, that where strikers have given insufficient time in their original notice that may be cured by a subsequent notice and the time given in the two notices may be taken cumulatively.

⁸ (2009) 30 ILJ 1293 (LC)

The applicant's contentions do not withstand scrutiny. The respondents do not allege that the City is acting in breach of their conditions of employment nor do they seek to assert any other right enforceable through arbitration or adjudication. In *Department of Home Affairs & another v Public Servants Association & others*⁹ the Constitutional Court explained that matters of mutual interest includes both disputes of interest and disputes of right.

[9] The applicant submits that the respondents are prohibited from striking over health and safety matters which may be referred to the Department of Labour under the OHSA. The applicant does not pertinently state that the issue in dispute may be referred to the Labour Court for adjudication, as contemplated by section 65(1)(c). In any event, I do not believe that this submission has merit. Firstly, the applicant does not identify the dispute (which can presumably be referred to the court). Secondly, the respondents do not allege that the applicant failed in its duties under the OHSA.¹⁰ Thirdly, the individual respondents are not 'entitled' to PPE as of right, in terms of the OHSA.

[10] There can be little doubt that health and safety is a matter of mutual interest. In *Pikitup (SOC) Ltd v SAMWU on behalf of members & others*¹¹ the Labour Appeal Court ("LAC") considered whether the use of a breathalyser test by the employer constituted a matter of mutual interest and whether a demand by SAMWU that the employer desists from using the breathalyser was an unlawful demand. The LAC found that the issue was a matter of mutual interest and the demand was not unlawful. In para [64] of the judgment the LAC held: "*The OHSA is underpinned by cooperation between employer and employees. It should be viewed through the prism of shared duties and responsibilities which can in most cases only be achieved if the employees consent and buy-in to the measures. It does not exclude collective bargaining*". At para [67] the LAC held: "*In my judgment, health and safety issues are*

⁹ (2017) 38 ILJ 1555 (CC) at para 7

¹⁰ Section 8 of the OHSA places a duty on the employer to maintain as far as is reasonably practicable a working environment that is safe and without health risks for its employees. Section 9 places a duty on the employer to conduct its business in such a manner as to ensure as far as reasonably practicable that persons who are not its employees who may be directly affected by its activities are not thereby exposed to health or safety hazards.

¹¹ (2014) 35 ILJ 983 (LAC)

primarily the responsibility of the employer but they are matters of mutual interest over which the parties may engage in collective bargaining and if they cannot agree, the employees may embark on strike action in order to resolve the dispute."

[11] The applicant contends that certain demands are "socio-economic" and therefore cannot form the basis of protected strike action. These demands are that: (a) the City stops the privatisation of services,¹² and (b) the City stops the use of trucks sourced from private companies in the Waste Management department and uses only those which the City has for waste management. This contention is not fleshed out. Presumably what the applicant had in mind was that the demands relate to the socio-economic interests of workers in general, as contemplated by the definition of "protest action" in section 213 of the LRA.

[12] The definitions of "protest action" and "strike action", when read together, make it plain that strike action relates to disputes of mutual interest between employer and employee(s) while protest action relates to socio-economic issues of workers generally, such as Value Added Tax or unemployment.

[13] It is clear that these two demands relate to matters of mutual interest between the City and its employees, and they are of no concern to workers generally. They are not "socio-economic issues" as the applicant contends.

[14] It is trite that a strike demand must be lawful.¹³ The City argues that two of the demands are unlawful because they require the City to unlawfully cancel existing contracts. This includes: (1) the demand that the City stops the privatisation of services¹⁴ currently rendered by permanent employees, and (2) the demand that the City stops the use of trucks sourced from private companies in the Waste Management department and instead use only the vehicles the City has for waste management.

¹² Which are currently rendered by permanent employees in the departments of the City dealing with Waste Management, Parks, Water, Roads, Fleet, and Energy.

¹³ *City of Johannesburg Metropolitan Municipality v SAMWU & others* (2009) 30 ILJ 2064 (LC) at 2069

¹⁴ In the City's departments dealing with Waste Management, Parks, Water, Roads, Fleet, and Energy

[15] The applicant attaches a single contract, concluded between itself and Rua Construction and Projects (Pty) Ltd. The applicant contends that it would be forced to unlawfully cancel the contract with Rua Construction if it concedes to the demands of the Union. However, in its founding affidavit, the applicant does not refer to any clause of the contract. This is impermissible.¹⁵ In any event, clause 6.2 of that contract permits the termination of the contract on thirty (30) days' notice. The applicant bears the onus of showing that the respondents' demands are unlawful. To achieve this, the applicant should have produced the contracts it alleges are incapable of cancellation. The respondents' demands do not refer to any period within which existing contracts must be cancelled. In these circumstances, the City has failed to show that it is incapable of lawfully terminating any existing contracts.

[16] The applicant states, in para 68 of its founding affidavit: "*As a further alternative argument to the many points, I have raised above, the Respondents should have obtained an advisory award in terms of section 64, but they did not.*" The applicant does not tell the court why the respondents were obliged to obtain an advisory award nor does it allege that all, or some, of the disputes fall within the ambit of section 64(3). In addition, the applicant does not engage with the fact that it consented to a court order agreeing to negotiate on the second dispute, and it did so.

[17] The applicant attaches the Bargaining Council's main agreement, a document over one hundred pages in length, to its founding papers. The applicant also attaches various notices and circulars which allegedly make it clear that it is not required, or permitted, to engage in bargaining with MECSU. However, it fails to make a single reference to any particular clause of the main agreement, or any part of the notices and circulars. This kind of lethargic drafting is impermissible in motion proceedings, where the affidavits constitute the pleadings and the evidence. In *Minister of Land Affairs and Agriculture and others v D & F Wevell Trust and others*¹⁶

¹⁵ *Minister of Land Affairs and Agriculture and others v D & F Wevell Trust and others* 2008 (2) SA 184 (SCA) at 200

¹⁶ *Ibid.*

the court held that: *"It is not proper for a party in motion proceedings to base an argument on passages in documents which have been annexed to the papers when the conclusions sought to be drawn from such passages have not been canvassed in the affidavits. The reason is manifest - the other party may well be prejudiced because evidence may have been available to it to refute the new case on the facts."*

[18] It is correct, as a general proposition, that employees who are engaged in an essential service are prohibited from embarking on strike action.¹⁷ On 12 September 1997, the Essential Services Committee (the "ESC") designated the following services as essential services:¹⁸

- (a) municipal traffic services and policing;
- (b) municipal health;
- (c) the supply and distribution of water;
- (d) the generation, transmission and distribution of power;
- (e) firefighting.

The following parts of the sanitation services: –

- (a) the maintenance and operation of water borne sewage systems, including pumping stations and the control of discharge of industrial effluent into the system;
 - (b) the maintenance and operation of sewage purification works;
 - (c) the collection of refuse of an organic nature;
 - (d) the collection of infectious refuse from medical and veterinary hospitals or practices;
 - (e) the collection and disposal of refuse at a disposal site; and
 - (f) the collection of refuse left uncollected for 14 (fourteen) days or longer, including domestic refuse and refuse on public roads and open spaces.
- (hereafter "designated essential services")

¹⁷ Section 69(1)(d)(i) of the LRA

¹⁸ GG 18276, GN 1216. Whether an employee is "engaged" in a designated essential service must be considered in light of the judgment of *SAPS v Police & Prisons Civil Rights Union & another* (2010) 31 ILJ 2844 (LAC). An essential service, as designated, must be restrictively interpreted, where this is possible.

[19] While it may be relatively easy to discern the designated essential services, it is somewhat more difficult to identify which employees are “engaged” in the designated essential services.¹⁹ To resolve this issue, the applicant referred a dispute to the ESC. In the ESC ruling issued under case reference ES817, dated 30 June 2025, it avoided determining whether positions, and employees, of the City, are engaged in the designated essential services. At paragraph 2 of the ruling, the ESC found that it need not deal with these issues because the referral had not been made in terms of section 72 read with section 73(1)(c) and (d) of the LRA. At paragraph 17 of its ruling, the ESC stated that this issue must be determined through a minimum service agreement, whether negotiated by the parties, or determined by the ESC in terms of section 73(1)(c) and (d). The parties would be well advised to refer a dispute to the ESC in terms of section 72, read with section 73(1)(c) and (d).

[20] It is disputed that all the individual respondents are engaged in the designated essential services. In this regard, the following must be noted:

20.1 In its founding affidavit, at paragraph 9, the applicant alleges that all the members of the first respondent are employed in designated essential services. However, at paragraph 50, the applicant contradicts itself and alleges that the individual respondents are “overwhelmingly” employed in designated essential services. In its answering affidavit, the first respondent simply notes both paragraphs.

20.2 The applicant attaches a list of the second to further respondents, whom it seeks to interdict, to its notice of motion. It identifies the department, and the position occupied by each of them. Among these, the applicant identifies individuals occupying the following positions: (7) EMPD: Administrative Officer: Enquiries and Receiving, (16) Real Estate Department: Printing Assistant; (60) Finance Department: Administrative Officer, Customer Care and Finance; (117) Finance Department: Administrative Officer, Capture Movements and Leave Enquiries; (296) Sports, Recreation and Culture:

¹⁹ It is unclear, on the pleadings in this matter, whether the whole of the applicant's Waste Management Department is “engaged” in the essential services. It is also unclear whether the whole of the EMPD is “engaged” in municipal traffic services and policing (the essential service).

Library Assistant; (393) Water and Sanitation Department: Cleaner and Tea Maker. Plainly the applicant did not bother to identify which of MECSU's members were engaged in the designated essential services.

20.3 In its supplementary affidavit, the first respondent alleges that certain services²⁰ are not part of the designated essential services. In addition, the first respondent denies that all the individual respondents are engaged in the designated essential services and identifies, in a schedule attached to its supplementary affidavit as annexure AC, those who are not engaged in the designated essential services. To these allegations, the applicant responds with a bald denial.

[21] In *Wightman t/a JW Construction v Headfour (Pty) Ltd and Another*²¹ the Supreme Court of Appeal held as follows:

"[12] Recognising that the truth almost always lies beyond mere linguistic determination the courts have said that an applicant who seeks final relief on motion must in the event of conflict, accept the version set up by his opponent unless the latter's allegations are, in the opinion of the court, not such as to raise a real, genuine or bona fide dispute of fact or are so far-fetched or clearly untenable that the court is justified in rejecting them merely on the papers: Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd [1984] ZASCA 51; 1984 (3) SA 623 (A) at 634E-635C. See also the analysis by Davis J in *Ripoll-Dausa v Middleton* NO [2005] ZAWCHC 6; 2005 (3) SA 141 (C) at 151A-153C with which I respectfully agree. (I do not overlook that a reference to evidence in circumstances discussed in the authorities may be appropriate.)

[13] A real, genuine and bona fide dispute of fact can exist only where the court is satisfied that the party who purports to raise the dispute has in his affidavit seriously and unambiguously addressed the fact said to be disputed.

²⁰ For example traffic wardens, maintenance of infrastructure, and waste collection. See also para 9.8 and 10 of first respondent's supplementary affidavit.

²¹ 2008 (3) SA 371 (SCA)

There will of course be instances where a bare denial meets the requirement because there is no other way open to the disputing party and nothing more can therefore be expected of him. But even that may not be sufficient if the fact averred lies purely within the knowledge of the averring party and no *basis* is laid for disputing the veracity or accuracy of the averment. When the facts averred are such that the disputing party must necessarily possess knowledge of them and be able to provide an answer (or countervailing evidence) if they be not true or accurate but, instead of doing so, rests his case on a bare or ambiguous denial the court will generally have difficulty in finding that the test is satisfied. I say 'generally' because factual averments seldom stand apart from a broader matrix of circumstances all of which needs to be borne in mind when arriving at a decision. A litigant may not necessarily recognise or understand the nuances of a bare or general denial as against a real attempt to grapple with all relevant factual allegations made by the other party. But when he signs the answering affidavit, he commits himself to its contents, inadequate as they may be, and will only in exceptional circumstances be permitted to disavow them. There is thus a serious duty imposed upon a legal adviser who settles an answering affidavit to ascertain and engage with facts which his client disputes and to reflect such disputes fully and accurately in the answering affidavit. If that does not happen it should come as no surprise that the court takes a robust view of the matter."

(own emphasis)

[22] To summarize: the applicant makes a broad allegation that *all* (though this is contradicted later) the individual respondents are engaged in the designated essential services but does not identify the service in which each of the respondents is allegedly engaged. When this is disputed by the respondents, the applicant replies with a bald denial. The only detail in this exchange comes from the respondents. It must also be noted that the applicant had four months (between 18 March 2025, when the supplementary answering affidavit was filed, and 23 July 2025, the return date) to provide the court with some basis for its allegation that all the respondents are engaged in the designated essential services. It is important to remember that this information is known to the applicant, and it bears the onus. It was necessary for

the applicant to provide reasons why each of the individual respondents, identified in annexure AC as “non-essential” are engaged in the designated essential services. The applicant has therefore not made out a case that all the individual respondents are engaged in the designated essential services.

[23] The applicant did not argue that the denial, by the first respondent, that all its members are engaged in the designated essential services fails to raise a real, genuine or bona fide dispute of fact, or is so far-fetched, that it may be dismissed on the papers. In the circumstances, insofar as any of the individual respondents dispute being engaged in the designated essential services, I must decide the issue on the basis of the respondents’ version.²²

Costs

[24] The parties appear to have a healthy and ongoing relationship. The applicant, though not fully successful, simply seeks to protect its operations. In addition, there are still underlying disputes that need to be resolved. Mulcting a party with costs can strain the relationship, and hinder the resolution of the underlying dispute. Finally, I am guided by the judgment in *Zungu v Premier of the Province of KwaZulu-Natal & others*²³ that, in employment matters, costs do not automatically follow the result. Exercising my wide discretion in terms of section 162(1) of the LRA, I believe that no costs order is appropriate.

Conclusion

[25] The strike notice dated 19 February 2025 is defective, for the reasons set out in paragraphs 6 and 7 above. Those of the second to further respondents who are engaged in the designated essential services may not engage in strike action. However, those of the respondents, identified in annexure AC to the respondents’ supplementary affidavit, as “non-essential” may engage in strike action in relation to the second dispute, provided that a compliant strike notice (a seven-day strike notice

²² *Plascon-Evans Paints Ltd v Van Riebeeck Paints (Pty) Ltd* 1984 (3) SA 623 (A) at 634E-635C

²³ (2018) 39 ILJ 523 (CC) at para 25

is required which identifies the second dispute as the basis for the strike) is first given.

[26] In the result, the following order is made:

Order

1. Those individual respondents identified as “non-essential” in annexure AC (to the supplementary affidavit) may engage in protected strike action - provided a strike notice is issued by the first respondent which complies with section 64(1)(d) of the LRA,
2. Apart from those individual respondents referred to in para 1 above, all the other respondents are interdicted and restrained from engaging in the strike action,
3. There is no order as to costs.

R Daniels

Judge of the Labour Court of South Africa

Appearances:

For the Applicant:

Adv S Sibisi

SGV Attorneys

For the Respondents:

Union Official