(1) Reportable: NO
(2) Of interest to other Judges: NO

Signature Date

THE LABOUR COURT OF SOUTH AFRICA, JOHANNESBURG

CASE NO: 2026-126492

In the matter between:

MA AUTOMOTIVE TOOL AND DIE (PTY) LTD Applicant

and

NATIONAL UNION OF METALWORKERS OF SOUTH AFRICA Respondent

Heard: 4 June 2026

Delivered: Reasons requested for the court order of 4 June 2026. Reasons delivered on 9 June 2026 by uploading same on caselines.

REASONS FOR ORDER

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DANIELS J

Introduction

[1] On 4 June 2026, the applicant approached this court for an urgent order interdicting the respondents' strike, scheduled to commence the day before. Having heard the argument, I granted an interim order with the return date of 4 September. I have been requested to provide reasons for my order; here are my brief reasons.

Urgency

[2] On the papers, it was clear that the application was urgent.[1] I considered all the relevant factors. For present purposes, it suffices to mention the following. Firstly, the application was launched without delay, as soon as the applicant became aware that a strike would proceed. I noted that the applicant provided notice to the respondents in accordance with section 68(2) of the Labour Relations Act No. 66 of 1996 as amended (the "LRA"). Secondly, it was clear that the respondents received adequate notice of the hearing, as evidenced by their filing of answering papers. Thirdly, it was plain that the applicant could not receive adequate redress in due course.

The facts

[3] The applicant is a supplier of steel and aluminium automotive structural components to vehicle manufacturers; and it falls within the registered scope of the Motor Industry Bargaining Council ("the MIBCO").

[1] For the requirements relating to urgency, see *AMCU & others v Northam Platinum Ltd & another* (2016) 37 ILJ 2840 (LC), where Snyman AJ summarises the applicable principles. A party seeking urgent relief must expressly, and in adequate detail, set out the reasons for urgency and why such relief is necessary. An applicant is not entitled to rely on urgency that is self-created. The applicant must not delay when acting. The more immediate the litigant's reaction to remedy the situation by instituting litigation, the better for establishing urgency. The applicant must state why he cannot be afforded substantial redress at a hearing in due course. A further consideration is the possible prejudice the respondent might suffer because of the abridgment of the prescribed time periods.

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[4] The applicant recognizes the first respondent as a bargaining agent on behalf of its members, but the substantive terms and conditions of employment of the first respondent's members are determined through centralised bargaining at the MIBCO.

[5] The parties to MIBCO concluded a settlement agreement, dated 23 August 2025, which is in effect until 31 August 2028 (the "settlement agreement"). The settlement agreement has been extended to non-parties in the motor industry by the Minister of Employment and Labour.

[6] During 2025, the first respondent, on behalf of its members, made the following demands of the applicant: (i) payment of a once-off G45 new-model launch incentive of R5000.00 per employee, (ii) payment of a R700.00 quarterly attendance bonus, and (iii) payment of a R500.00 Christmas voucher. The first respondent rejected such demands, which were not negotiated at the MIBCO.

[7] On 26 February 2025, the first respondent referred a mutual-interest dispute to the MIBCO for conciliation. The dispute remained unresolved after conciliation, and on 2 March 2026, the MIBCO issued a certificate of the outcome of conciliation.

[8] Following conciliation, the first respondent demanded certain financial information from the applicant, apparently to determine whether the first respondent's demands were reasonable. This demand was not referred to conciliation.

[9] On 1 June 2026, the first respondent issued a strike notice informing the applicant of its members' intention to engage in a protected strike from 3 June 2026.

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The issues and analysis

[10] The applicant contended that the strike was unprotected for two reasons:

10.1 Bargaining within the motor industry occurs at the central level, and two-tier bargaining is prohibited. The applicant relied on clauses 11 and 12 of the MIBCO constitution, which is a collective agreement. In relation to clause 11, the Labour Appeal Court held in *Wallenius Wilhelmsen Logistics Vehicle Services v National Union of Metalworkers of South Africa and others*[2] (hereafter "*Wallenius*") as follows:

> "Clause 11 of the MIBCO constitution makes it abundantly clear that proposals and bargaining in respect of the amendment of any existing agreement, the introduction of a new agreement or any matter of mutual interest are to be negotiated at MIBCO level and not at plant level; and clause 12 prohibits strike action unless and until the dispute about a matter of mutual interest has been dealt with at central level."
>
> (own emphasis)

10.2 The settlement agreement not only contains a peace clause that prohibits two-tier bargaining, but it also regulates salary adjustments and terms and conditions of employment during the currency of the agreement from 23 August 2025 until 31 August 2028.

[2] (2019) 40 ILJ 1254 (LAC) at para [27]

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[11] The first respondent contends that its members' strike is protected, in brief, because:

11.1 A collective agreement exists between the applicant and the first respondent in terms of which the applicant agreed to negotiate on issues that are not regulated by the agreements of the MIBCO,

11.2 The demands are not regulated by the MIBCO agreements,

11.3 The applicant previously paid the first respondent's members a quarterly attendance bonus and Christmas vouchers.

[12] The first respondent submits that the prohibitions against two-tier bargaining in the MIBCO Constitution do not apply because a plant-level agreement permits bargaining on issues not regulated by the MIBCO agreements. Unfortunately, issues are not that simple. In *South African Municipal Workers Union & another v City of Johannesburg & others,*[3] the unions argued that their members' conditions of service were governed by the collective agreements applicable to them before their transfer from two municipal entities to the City of Johannesburg in terms of section 197 of the LRA. However, upon transfer, the City informed members that their terms and conditions would be governed by the SALGBC Main Agreement. Argued in the context of a review application, the court found that, given the primacy of sectoral bargaining, the arbitrator's conclusion that their conditions of service were governed by the Main Agreement was correct.

[13] There can be little doubt that *Wallenius* provides a strong foundation for the applicant's case. There, the court stated unequivocally that the introduction of

[3] (2018) 39 ILJ 894 (LC).

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any new agreements must be negotiated through the MIBCO, and that any strike must be preceded by negotiations at the MIBCO.

[14] In *Auto-X (Pty) Ltd v National Union of Metal Workers of South Africa*[4] ("*Auto-X*") the issue was whether a strike was unprotected because it was in breach of clauses 3 and 4.2 of the MIBCO main agreement. In a compelling judgment, the court found that those two clauses did not contain an absolute prohibition on plant-level bargaining but only prohibited bargaining on issues regulated by the main agreement. It is apparent from the judgment that the applicant did not raise clauses 11 and 12 of the MIBCO constitution with the court. In addition, I note that the court engaged with an earlier settlement agreement (which predated the settlement agreement in this matter). Thus, *Auto-X* is distinguishable on the facts and does not assist the respondents.

[15] The requirements for an interim interdict are: (a) a prima facie right, even if it is open to some doubt; (an injury actually committed or reasonably apprehended), (c) balance of convenience; and (d) absence of similar protection by any other remedy.[5] The respondents did not seriously contend that the balance of convenience did not favour the applicant. Accordingly, there is no reason to address the issue here. As discussed above, I was satisfied, prima facie, that the applicant had established that the strike was unprotected and that it satisfied the further requirements for an interim order.

Conclusion

[16] For the abovementioned reasons, I made an interim order interdicting the strike.

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[4] (D450/2024) [2024] ZALCD 31 (11 September 2024)

[5] See *United Democratic Movement and another v Lebashe Investment Group (Pty) Ltd and others* 2023 (1) SA 353 (CC) at para [47]

RN Daniels

Judge of the Labour Court of South Africa

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