

DEPARTMENT OF EMPLOYMENT AND LABOUR

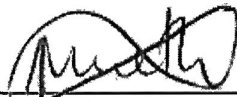
NO. R. 7653

3 July 2026

LABOUR RELATIONS ACT, 1995

**MOTOR FERRY INDUSTRY BARGAINING COUNCIL OF SOUTH AFRICA:
EXTENSION TO NON-PARTIES OF THE MAIN COLLECTIVE AMENDING
AGREEMENT**

I, **NOMAKHOSAZANA METH**, Minister of Employment and Labour, hereby in terms of section 32(2) of the Labour Relations Act, 1995, declare that the Collective Agreement which appears in the Schedule hereto, which was concluded in the **Motor Ferry Industry Bargaining Council of South Africa**, and is binding in terms of section 31 of the Labour Relations Act, 1995, on the parties which concluded the Agreement, shall be binding on the other employers and employees in that Industry with effect from the Second Monday after the date of publication of this Notice and shall remain in force until as amended from time to time.



MS N METH, MP
MINISTER OF EMPLOYMENT AND LABOUR
DATE: 22 June 2026

SCHEDULE
MOTOR FERRY INDUSTRY BARGAINING COUNCIL OF SOUTH AFRICA
MAIN COLLECTIVE AMENDING AGREEMENT

In accordance with the provisions of the Labour Relations Act, 1995, as amended,
made and entered into by and between the

SOUTH AFRICAN MOTOR FERRY ASSOCIATION (SAMFA)

Registration number: LR2/6/3/204

(hereinafter referred to as the "Employers" or the "Employers' Association"), of the
one part,

and the

ASSOCIATION OF MINING AND CONSTRUCTION UNION (AMCU)

Registration number: LR2/6/2/974

and the

SOUTH AFRICAN TRANSPORT AND ALLIED WORKERS' UNION (SATAWU)

Registration number: LR2/6/2/914

and the

FREE AT LAST WORKERS UNION OF SOUTH AFRICA (FALWUSA)

Registration number LR2/6/2/2848

(hereinafter referred to as the "employees" or the "trade unions"), of the other part,
being the parties to the Motor Ferry Industry Bargaining Council of South Africa
herein agree to amend and extend the council Main Collective Agreement as
published under Government Notice R. 1496 of 9 December 2022.



1. SCOPE OF APPLICATION

- 1.1 The terms of this agreement shall be observed in the Motor Ferry Industry as defined hereunder in the Republic of South Africa:

“Motor Ferry Industry” means an industry concerned with the transportation of motor vehicles by road, whether by vehicle carrier or own wheels to and from vehicle manufacturers, harbours, rail, storage depots, dealers and third parties.

- 1.2 Notwithstanding the provisions of sub-clause 1.1, the terms of this Agreement
this agreement and to employers of such employees.

- 1.3 Notwithstanding the provisions of clause 1.1, the provisions of this Agreement shall not apply to the owner of only one vehicle who is the permanent driver of his/her own vehicle and the employees employed by such owner, except that an owner-driver who is an employer shall observe the same hours of work and limitations as are specified for an employee.

2 PERIOD OF OPERATION OF AGREEMENT

- 2.1 This Agreement shall come into operation from date of signature for parties and shall remain in force until as amended from time to time.
- 2.2 This Agreement shall come into operation for non-parties on such date as may be decided upon by the Minister of Employment and Labour in terms of section 32 of the Labour Relations Act, 1995 and shall remain in force as amended from time to time.

3. FORMER CLAUSE 5: WAGES

Substitute clause 5.1 with the following

- 5.1 Minimum Wage — No full-time employee shall, be paid a basic weekly wage, in respect of ordinary working hours, at a rate less than that set out below for a person of that grade. The existing minimum rate of all employees in the bargaining unit(s) shall be increased with R1 200.00 (one

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thousand two hundred rand) per month over the two-year period of this agreement as follows:

- 5.1.1 Year 1 (until 31 December 2026) – R600 per month for parties and for non-parties from the coming into operation of this Agreement until 31 December 2026; and
- 5.1.2 Year 2 (until 31 December 2027) – R600 per month for parties and for non-parties from 1 January 2027.

Substitute clause 5.3 with

5.3 Current full-time employees in the bargaining unit(s) as at 31 December 2024 who are on higher rates than the minimums as at 31 December 2024, shall receive increases on their actual basic pay of R600 per month from date of signature of the Agreement for parties and R600 per month for non parties from the coming into operation of this Agreement. The specific increases for each job grade in the bargaining unit (Grade 1 – 6 are reflected in Annexure 1 to this agreement. All employees who are not full-time employees shall be paid *pro rata* by calculating the hourly or daily rate of payment, as applicable, and multiplying this rate by the number of hours or days worked, as applicable such amount shall not be less than the National Minimum Wage as amended from time to time.

6 FORMER CLAUSE 6: ALLOWANCES

Substitute clause 6.3 with the following

6.3 **Subsistence and Travelling (S&T) Allowance** – An employee who is required to be out of town between 23:00 and 04:00 shall be paid an S&T allowance as set out below:

- 6.3.1 Until 31 December 2026 – R209 for parties and for non-parties from the coming into operation of this Agreement until 31 December 2026
- 6.3.2 From 1 January 2027 – R219; for parties and for non-parties from 1 January 2027 r

Substitute clause 6.4 with the following

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6.4 Cross-border subsistence & travel allowance – An employee who is required to cross the border in the execution of his duties shall be paid S&T, comprising of a sleeping out allowance and a meal allowance (breakfast, lunch and supper) as set out below:

6.4.1 Until 31 December 2026 – R279, for parties and for non-parties from the coming into operation of this Agreement until 31 December 2026

6.4.2 From 1 January 2027 – R293; for parties and for non-parties from 1 January 2027

Substitute clause 6.5 with the following

6.5 Chassis Allowance – Where an employee is required to drive a chassis the employee shall be paid (in addition to any wage or overtime to which the employee may be entitled) an allowance as set out below.

6.5.1 Until 31 December 2026 – R0,20 p/km; for parties and for non-parties from the coming into operation of this Agreement until 31 December 2026

6.5.2 From 1 January 2027 – R0,21 p/km; for parties and for non-parties from 1 January 2027

Substitute clause 6.7 with the following

6.7 Loading and Lashing Allowance – The employers will pay carrier drivers a loading and lashing allowance as set out below. The allowance will not be paid in respect of any period or periods that the driver is not at work due to absence on annual leave, or sick leave in excess of one week:

6.7.1 Until 31 December 2026 – R420, for parties and for non-parties from the coming into operation of this Agreement until 31 December 2026

6.7.2 From 1 January 2027 – R441; for parties and for non-parties from 1 January 2027

4. INSERT 6A. INCENTIVE ARRANGEMENT

6A. INCENTIVE WORK ARRANGEMENT

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6A.1 It is an employer's prerogative to introduce and implement an incentive work arrangement in terms of which an employee's remuneration is based on the quantity of work performed or an employee's output in terms of the MFIBC Collective Agreement provided that:

6A.2 The incentive work arrangement complies with the provisions contained herein; and

6A.3 An employee who is part of the incentive work arrangement, is not prejudiced in that the employee is not paid less than the amount that the employee would otherwise be entitled to in terms of the MFIBC Collective Agreement; and

6A.4 The MFIBC has approved the incentive work arrangement to ensure that the affected employees are not prejudiced as aforesaid.

6A.5 The current SAMFA members and any other employers in the motor ferry industry that have an incentive work arrangement in place have the right to continue operating their incentive work arrangements, however they are required to submit their existing incentive work arrangement in writing to the secretary of the MFIBC for validation that is to ensure that the affected employees are not prejudiced in that they do not earn less than what is provided for by the MFIBC Collective Agreement. The incentive work arrangement must be submitted to the secretary of the MFIBC within six months of the date of signature of the resolution to which this incentive work arrangement applies.

6A.6 The Incentive Work Arrangements shall be valid for 12 months after being introduced, implemented and sent to the Secretary of the MFIBC and they may be reviewed if there is a reason for doing so, if not, the Incentive Work Arrangement will remain valid.

6A.7 The MFIBC's National Secretary and its designated Agents are empowered to enforce non-compliance of the Incentive Work Arrangements, if any.

6A.8 Any employer who wishes to introduce an incentive work arrangement for the first time must consult employees and trade unions, if any, and if the union/s are party to the MFIBC and provide the incentive methodology in writing to the affected employees and union/s, to ensure that they have a clear understanding of the incentive work arrangement. In addition, the incentive work arrangement must be submitted in writing to the MFIBC for validation that is to ensure that the affected employees are not prejudiced by being paid less than the employees would otherwise be entitled to in terms of the MFIBC Collective Agreement.



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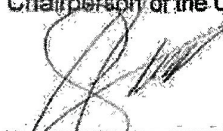
6A.9 The incentive work arrangement is a substitute to paying employees in terms of the provisions of clauses 6.3, 6.4, 6.5, 6.7, 10.2, 10.3 and 10.5 of MFIBC Collective Agreement and an employer has the right to have a dual system, that is to pay employees in terms of an incentive work arrangement and to pay employees in terms of the overtime system provided for in clause 10 of the MFIBC Collective Agreement.

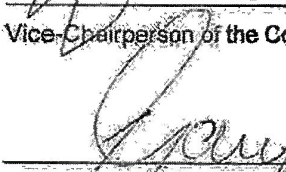
6A.10 Each employers' incentive work methodologies and related intellectual property is confidential and is not required to be disclosed to any of the other employers."

Signed at Johannesburg, and on behalf of the parties to the Council,
this 20th day of April 2026

Signed by:


Chairperson of the Council


Vice-Chairperson of the Council


Secretary of the Council

5. Annexure 5**MINIMUM WAGES****Clause 5 read with Annexure 5: Minimum wages.**

	1/1/2024	For parties and for non-parties with effect from the coming into operation of this Agreement until 31 December 2026	For parties and for non-parties from 1 January 2027
Grade 1	R10 118	R10 718	R11 318
Grade 2	R10 606	R11 206	R11 806
Grade 3	R11 087	R11 687	R12 287
Grade 4	R11 847	R12 447	R13 047
Grade 5	R12 391	R12 991	R13 591
Grade 6	R13 643	R14 243	R14 843

