**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: LR2/6/2/814

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.

2

**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 Agreeme

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

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**

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.

6

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 Bloemfontein for and on behalf of the parties to the Council, this 2nd day of April 2026

Signed by:

Chairperson of the Council

Vice-Chairperson of the Council

Secretary of the Council

7

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 |