

**IN THE MOTOR FERRY INDUSTRY BARGAINING COUNCIL  
OF SOUTH AFRICA**

**MEMORANDUM OF AGREEMENT**

**Made and entered into between:**

**THE SOUTH AFRICAN MOTOR FERRY ASSOCIATION  
(Hereinafter referred to as the "Employers")**

**and**

**THE ASSOCIATION OF MINEWORKERS AND  
CONSTRUCTION UNION  
(AMCU)**

**and**

**THE SOUTH AFRICAN TRANSPORT AND ALLIED  
WORKERS UNION  
(SATAWU)**

**(Hereinafter referred to as the "Unions")**



## 1. INTRODUCTION

- 1.1. This agreement has been concluded under the auspices of the Motor Ferry Industry Bargaining Council of South Africa, hereinafter referred to as the "Council" and shall reflect agreed-upon amendments to the Main Collective Agreement of the Council, hereinafter referred to as the "Main Agreement".

## 2. PERIOD AND SCOPE OF AGREEMENT

- 2.1. This agreement shall be effective from 1 January 2019 and remain in force until 31 December 2021. Hereinafter the year 2019 will be referred to as "Year 1", 2020 as "Year 2" and 2021 as "Year 3".
- 2.2. This agreement applies to all employees who are employed and fall within the bargaining unit (Grade 1 to 6).
- 2.3. Any terms and conditions of employment not expressly altered by this agreement and any previous agreements still in force, shall remain in place, unless such terms and conditions of employment are altered by a subsequent agreement or an agreement flowing from this agreement.

## 3. MINIMUM WAGES

- 3.1. The Main Agreement shall be amended to reflect the minimum wages (clause 5 of the 2014 Main Agreement, as amended in subsequent collective agreements) of all job grades in the bargaining unit (Grade 1 to 6) being increased with R2 000 per employee, per month over the three (3) years during which this agreement is effective, as follows:
- 3.1.1. Year 1: R800
- 3.1.2. Year 2: R600
- 3.1.3. Year 3: R600
- 3.2. The specific increases for each job grade in the bargaining unit are reflected in Annexure 1 to this agreement.
- 3.3. Current full-time employees in the bargaining unit as at 31 December 2018 who are in the on higher rates than the minimums as at 31 December 2018:
- 3.3.1. Shall receive increases on their actual basic pay of R800 per month from 1 January 2019, R600 per month from 1 January 2020 and R600 per month on 1 January 2021; and
- 3.3.2. Shall be in full compliance with the Minimum Wages as per Annexure 1 by 1 January 2020.

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#### 4. SUBSISTENCE & TRAVEL ALLOWANCE

4.1. The Main Agreement shall be amended to reflect an increase to the Subsistence & Travel (S&T) Allowance over the period of this agreement as follows:

4.1.1. Sleeping-out Allowance

4.1.1.1. Year 1: R45

4.1.1.2. Year 2: R49

4.1.1.3. Year 3: R52

4.1.2. Breakfast

4.1.2.1. Year 1: R41

4.1.2.2. Year 2: R43

4.1.2.3. Year 3: R46

4.1.3. Lunch

4.1.3.1. Year 1: R41

4.1.3.2. Year 2: R43

4.1.3.3. Year 3: R46

4.1.4. Supper

4.1.4.1. Year 1: R41

4.1.4.2. Year 2: R43

4.1.4.3. Year 3: R46

#### 5. CROSS-BORDER SUBSISTENCE & TRAVEL ALLOWANCE

5.1. The Main Agreement shall be amended to reflect an increase to the Cross-Border Subsistence & Travel (S&T) Allowance over the period of this agreement as follows:

5.1.1. Sleeping-out Allowance

5.1.1.1. Year 1: R60

5.1.1.2. Year 2: R62

5.1.1.3. Year 3: R68

5.1.2. Breakfast

5.1.2.1. Year 1: R52

5.1.2.2. Year 2: R56

5.1.2.3. Year 3: R58

5.1.3. Lunch

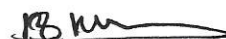
5.1.3.1. Year 1: R52

5.1.3.2. Year 2: R56

5.1.3.3. Year 3: R58

5.1.4. Supper

5.1.4.1. Year 1: R52



5.1.4.2. Year 2: R56

5.1.4.3. Year 3: R58

## **6. LASHING ALLOWANCE**

6.1. The Main Agreement shall be amended to reflect an increase to the Loading and Lashing Allowance (clause 6.5 of the 2014 Main Agreement) over the period of this agreement as follows:

6.1.1. Year 1: R320

6.1.2. Year 2: R340

6.1.3. Year 3: R360

## **7. LONG SERVICE AWARDS**

7.1. The Main Agreement shall be amended to include a new clause dealing with "Long Service Awards", indicating the following:

7.1.1. Ten (10) years' service: A certificate

7.1.2. Fifteen (15) years' service: A certificate and a payment of R5 000

7.1.3. Twenty (20) years' service: A certificate and a payment of R7 500

7.2. The above shall not have any bearing or effect on the Long Service Allowance as it appears in clause 6.1 of the 2014 Main Agreement.

## **8. NIGHT SHIFT ALLOWANCE**

8.1. The Main Agreement shall be amended to reflect an increase to the Night Shift Allowance (clause 6.6 of the 2014 Main Agreement) over the period of this agreement as follows:

8.1.1. Year 1: 10,5%

8.1.2. Year 2: 11%

8.1.3. Year 3: 11,5%

## **9. SHORT TIME**

9.1. The Main Agreement to be amended by replacing the current clause 11 of the 2014 Main Agreement with the text of Annexure 2 to this agreement.

## **10. HOUSING ALLOWANCE**

10.1. The Main Agreement shall be amended to include a new clause dealing with a Housing Allowance, outlining that:



- 10.1.1. The payslip of an employee will reflect an amount of R1 500 of his basic salary as a separate line item called "Housing Allowance"; and
- 10.1.2. An employee wishing to utilise this mechanism for the purposes of buying or renting a property, shall complete the necessary form to be designed, agreed upon and included in the updated Main Agreement.

## **11. EXTENDED BARGAINING UNIT**

- 11.1. The parties agree that the current process of the Job Grading Committee will continue, with a mandate to move over to the Paterson job grading system and investigate the extension of the bargaining unit to include specific designations as identified.
- 11.2. The Job Grading Committee shall present its findings to Council before 31 July 2019 and Council shall make a further determination regarding the implementation of the new job grading system.
- 11.3. The extension of the bargaining unit shall be negotiated as soon as possible thereafter but before the next wage negotiations to take place in 2021.

## **12. PROVIDENT FUND**

- 12.1. The General Secretary of the Council shall arrange for presentations by a number of provident funds, including the Igula Fund and current funds, to make presentations to Council regarding benefits and costs.
- 12.2. Council shall deliberate and decide on a single provident fund to be implemented at all employer parties to Council, before 31 July 2019.
- 12.3. The Main Agreement shall be amended to reflect the decision referred to in above clause.

## **13. MEDICAL AID**

- 13.1. The General Secretary of the Council shall arrange for presentations by a number of medical aid schemes, including those part of the current bouquet of schemes available in the Main Agreement, to make presentations to Council regarding benefits and costs.
- 13.2. Council shall deliberate and decide on a bouquet of medical aid schemes to be implemented at all employer parties to Council, before 31 July 2019.
- 13.3. The Main Agreement shall be amended to reflect the decision referred to in above clause.



#### **14. STUDY LEAVE**

- 14.1. The Main Agreement shall be amended to reflect an increase to Study Leave (clause 17 of the 2014 Main Agreement) to four (4) days.

#### **15. FAMILY RESPONSIBILITY LEAVE**

- 15.1. The agreement between parties reflected in clause 11 of the 2013 Wage Agreement to be included in the amended Main Agreement.

#### **16. SEVERANCE PAY**

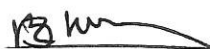
- 16.1. The Main Agreement shall be amended to reflect an increase to the Severance Pay (clause 24 of the 2014 Main Agreement) to a minimum of 1,5 weeks' "basic pay per year of continuous service with a pro-rata severance payment of any part years' service".

#### **17. SICK LEAVE BONUS**

- 17.1. The parties agree to a separate process for the purpose of investigating the options related to a Sick Leave Bonus and present a report to Council before 31 July 2019.

#### **18. AMENDMENT, SIGNATURE AND SUBMISSION OF MAIN AGREEMENT**

- 18.1. The parties agree to nominate one (1) representative from each of the parties to serve on the Drafting Committee to draft an amended Main Agreement based on the points in this agreement.
- 18.2. The Drafting Committee shall work and agree on a workable draft of the amended Main Agreement, before submitting such to their principals for approval.
- 18.3. Once approved and agreed, the General Secretary of the Council shall convene a signing meeting during which the Main Agreement shall be signed by all parties.
- 18.4. Once signed, the General Secretary of the Council shall submit the Main Agreement to the Minister of Labour for promulgation and extension to non-parties.
- 18.5. Once the Minister of Labour has published the Main Agreement in the Government Gazette, the General Secretary of the Council shall upload same onto the official Council website.



## 19. EXTENSION OF COLLECTIVE AGREEMENT TO NON-PARTIES

- 19.1. The Employers and the majority union at the time of signature (AMCU) agree that the agreement shall, by virtue of the provisions of section 23(1)(d) of the Labour Relations Act 66 of 1995, bind and be extended to all employees who are employed and fall within the bargaining unit (Grade 1 to 6), whether or not they are members of the majority union.
- 19.2. Upon signature of this agreement by the Employers and the Unions, it is agreed that the agreement will be referred to the honourable Minister of Labour for promulgation and extension to non-parties who fall within the registered scope of the Council.

## 20. IMPLEMENTATION

- 20.1. This agreement shall be implemented on 1 January 2019, regardless of any delays regarding the amendment, signature or submission of the Main Agreement as contemplated in clause 18 above.

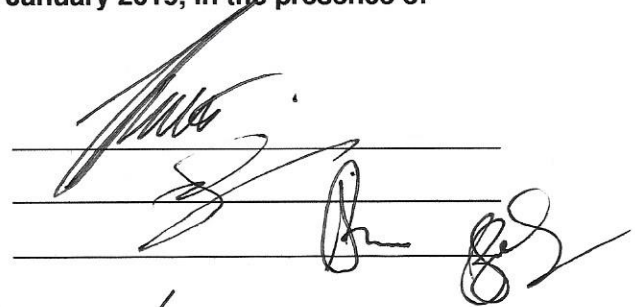
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Signed at Kempton Park on this, the 31<sup>st</sup> day of January 2019, in the presence of undersigned witnesses.

For and on behalf of SAMFA :

Witness 1:

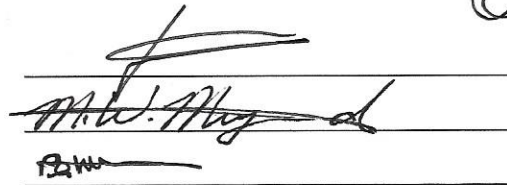
Witness 1:

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For and on behalf of AMCU:

Witness 1:

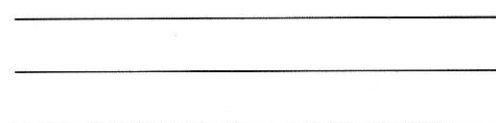
Witness 1:

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For and on behalf of SATAWU:

Witness 1:

Witness 1:

Three horizontal lines for the signature of SATAWU and its two witnesses.