

MOTOR FERRY INDUSTRY BARGAINING COUNCIL OF SOUTH AFRICA

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)

And

N.W.
ICW
E.P.
LS
[Signature]
[Signature]

**FREE AT LAST WORKERS UNION OF SOUTH AFRICA
(FALWUSA)**

(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 APPLICATION

2.1 This agreement shall be effective from 1 January 2022 and remain in force until 31 December 2024. Hereinafter the year 2022 will be referred to as "Year 1", 2023 as "Year 2" and 2024 as "Year 3".

2.2 The 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.

Handwritten signatures and initials are present at the bottom of the page. On the right side, there is a large signature that appears to be 'G' with 'kw' written below it. Below this, there are initials 'N.W.' and 'LS'. At the bottom center, there is a signature that looks like 'F' with 'EP' written below it. To the left of these, there are two more signatures, one of which appears to be 'M.W.M.' and another that is less legible.

3. EX GRATIA PAYMENT

3.1. There will be a once-off *ex-gratia* payment of R500 to each employee in the bargaining unit who sacrificed a wage increase in 2021 due to the Covid-19 pandemic. This amount will be paid to the affected employees by no later than end of June 2022.

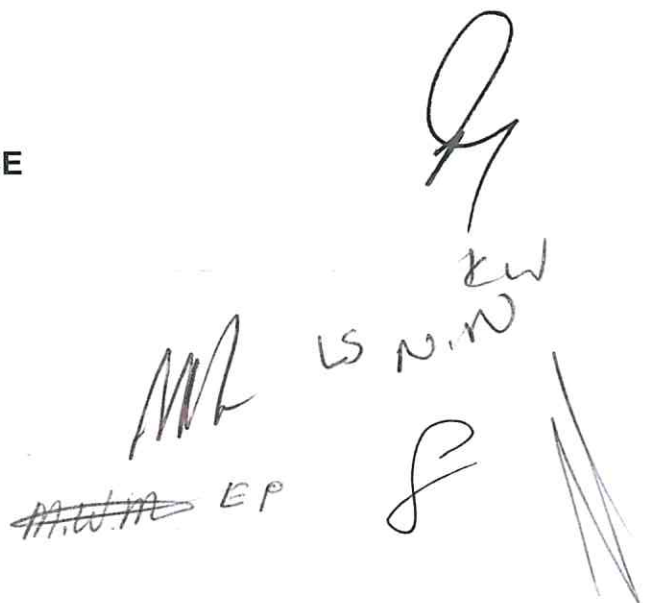
4. MINIMUM WAGES

3.1. The Main Agreement shall be amended to reflect the minimum wages (clause 4 of the 2020 Main Agreement) of all job grades in the bargaining unit (Grade 1 to 6). The minimum wages shall be increased as follows:

- | | |
|--------|--------------|
| 3.1.1. | Year 1: R720 |
| 3.1.2. | Year 2: R680 |
| 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.

5. SUBSISTENCE AND TRAVEL ALLOWANCE

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4.1. The Main Agreement shall be amended (clause 5.3) to reflect an increase to the Subsistence and Travel Allowance (S&T) over the period of this agreement as follows:

- 4.1.1. Year 1: R185
- 4.1.2. Year 2: R192
- 4.1.3. Year 3: R199

6. CROSS-BORDER SUSBSISTENCE AND TRAVEL ALLOWANCE

5.1. The Main Agreement shall be amended (clause 5.4) to reflect an increase to the Cross Border Subsistence and Travel Allowance over the period of this agreement as follows:

- 5.1.1. Year 1: R242
- 5.1.2. Year 2: R254
- 5.1.3. Year 3: R266

7. LOADING AND LASHING ALLOWANCE

6.1. The Main Agreement shall be amended (clause 5.7) to reflect an increase to the Loading and Lashing Allowance over the period of this agreement as follows:

- 6.1.1. Year 1: R360

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MR LS EP
A.W. to EP
KW
EP
EP

- 6.1.2. Year 2: R380
- 6.1.3. Year 3: R400

8. SEVERANCE PAY

7.1. The Main Agreement shall be amended (clause 5.7) to reflect an increase to the Severance Pay (clause 23 of the Main Agreement) to a minimum of 1.5 weeks' basic pay per year of continuous service with a pro-rate severance payment of any part years' service.

9. DEFERRED ITEMS

8.1. The parties acknowledge that, due to time and other constraints, certain items could not be addressed and resolved before the Main Agreement lapses on 31 December 2021.

8.2. The parties have agreed to defer these items to a secondary process of negotiations, in an attempt to resolve the issues to the satisfaction of all the parties to this agreement and to the Council.

8.3. The parties further agree that the provisions of the Negotiation Protocol of 2021 will apply *mutatis mutandis* to this process.

8.4. The parties further agree that this process must be completed on or before 30 June 2022.

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8.5. The deferred items referred to above are:

- 8.5.1. Extended Bargaining Unit
- 8.5.2. Yard/pilot driver allowance
- 8.5.3. Zebra device
- 8.5.4. Short time
- 8.5.5. Passenger allowance

10. IMPLEMENTATION

10.1 This agreement shall be implemented on 1 January 2022, regardless of any delays regarding the amendment, signature or submission of the Main Agreement.

11. EXTENSION OF COLLECTIVE AGREEMENT TO NON-PARTIES

10.1. 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 Employment and Labour for promulgation and extension to non-parties who fall within the registered scope of the Council.

12. NON-VARIATION

11.1 This Agreement constitutes the whole of the Agreement between the

Witness 2:

[Handwritten signature]

[Handwritten initials and signatures]
LS
KW
N.W.
EP

Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

Signed at 15/12/2021 *Kadforten* on this, the 15th - 15 day 12 of December 2021, in the presence of the undersigned witnesses.


For and on behalf of SAMFA:

Witness 1:

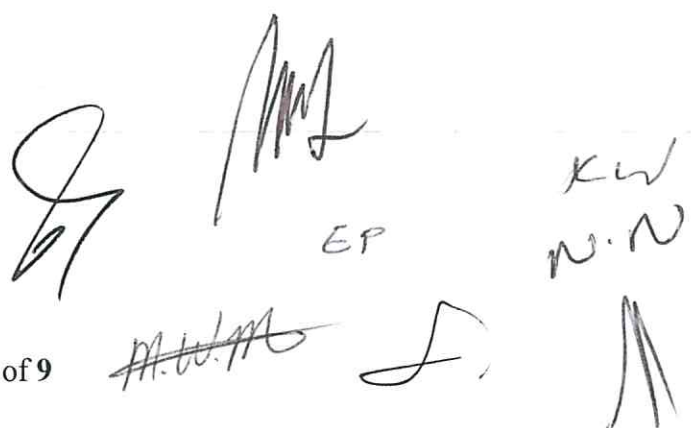






Witness 2:

For and on behalf of AMCU:

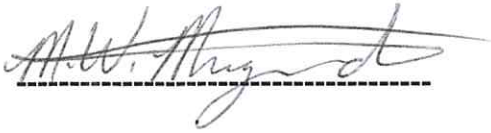


Witness 1:

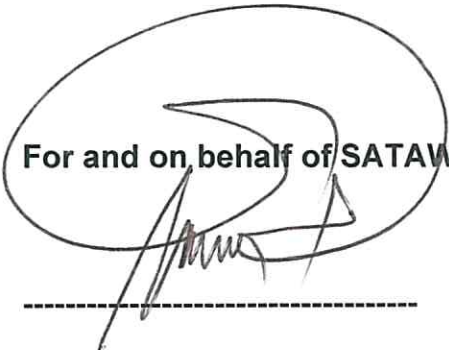

Witness 2:    
KW
N.N



Witness 2:



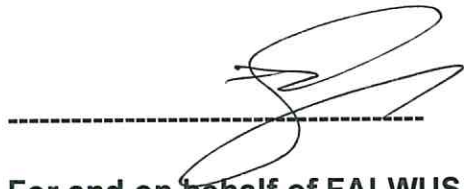
For and on behalf of SATAWU:



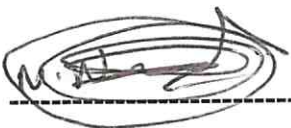
Witness 1:



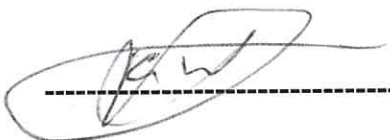
Witness 2:









For and on behalf of FALWUSA:



Witness 1:






ANNEXURE 1 TO THE MFIBC WAGE AGREEMENT (2022-2024)

Minimum Wage Rates for current full-time employees in the Bargaining Unit as at 31 December 2021. (Those employees who are on higher rates than the minimums as at 31 December 2021 will receive increases on their actual basic pay of R720.00 per month from 1 January 2022, R680 per month from 1 January 2023 and R600.00 per month on 1 January 2024.)

| GRADE | 2021 | 1/1/2022 | 1/1/2023 | 1/1/2024 |
|---------|---------|----------|----------|----------|
| GRADE 1 | R8 118 | R8 838 | R9 518 | R10 118 |
| GRADE 2 | R8 606 | R9 326 | R10 006 | R10 606 |
| GRADE 3 | R9 087 | R9 807 | R10 487 | R11 087 |
| GRADE 4 | R9 847 | R10 567 | R11 247 | R11 847 |
| GRADE 5 | R10 391 | R11 111 | R11 791 | R12 391 |
| GRADE 6 | R11 643 | R12 363 | R13 043 | R13 643 |


 ER

 LS KW
 N.N
