

MOTOR INDUSTRY BARGAINING COUNCIL - MIBCO

MOTOR INDUSTRY SICK, ACCIDENT AND MATERNITY PAY FUND

RULES

GENERAL SECRETARY
P O BOX 2578
RANDBURG
2125

31 January 2016

PLEASE REMEMBER!

1. Your Fund is anxious to serve you to the best advantage and it relies on your co-operation in studying and complying with these rules.
2. When addressing correspondence to the Fund, quote your Identity number and or Mibco Council number.
3. If you change your place of employment or residential address, notify the Fund without delay.

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MOTOR INDUSTRY SICK, ACCIDENT AND MATERNITY PAY FUND

RULES

NOTE: These Rules are those referred to in Clause 8 of the Motor Industry Sick, Accident and Maternity Pay Fund Agreement.

1. NAME

The name of the Fund shall be the Motor Industry Sick, Accident and Maternity Pay Fund, hereinafter referred to as the "Fund".

2. DEFINITIONS

In these Rules all words and expressions purporting the masculine gender shall include the feminine; and words signifying the singular number shall include the plural and vice versa; and the following expressions shall have the following meanings:

- 2.1 "ACCIDENT" means an unexpected, unpremeditated or unforeseen event which causes a bodily injury, subject to the exclusions listed in Annexure "A" to these rules.
- 2.2 "ACT" means the Labour Relations Act 66 of 1995 as amended from time to time.
- 2.3 "AGREEMENT" means the current Agreement (including any amendments thereto) in respect of the Motor Industry Sick, Accident and Maternity Pay Fund, entered into between the Motor Industry Staff Association and the Retail Motor Industry Organisation, both parties to the Motor Industry Bargaining Council — MIBCO.
- 2.4 "COUNCIL" means the Motor Industry Bargaining Council —MIBCO registered in terms of Section 29 of the Act.
- 2.5 "FEMALE MEMBER" means a female employee who is a member of the Trade Union and who is employed by an employer who is a member of the Retail Motor Industry Organisation.
- 2.6 "FUND" means the Motor Industry Sick, Accident and Maternity Pay Fund.
- 2.7 "FUND YEAR" means a period of twelve consecutive months commencing 1 January with the exception for the 2016 period where it will only be relevant for 11 months commencing 1 February 2016.
- 2.8 "MAIN AGREEMENT" means the Agreement in which wages and other

conditions of service are prescribed for employees in the Motor Industry.

- 2.9 **"MEMBER"** means any employee registered as a member with the fund in terms of Rule 4 of these Rules, and in respect of whom contributions are made to the Fund.
- 2.10 **"MISA"** means the Motor Industry Staff Association and shall have a corresponding meaning to **"TRADE UNION"**.
- 2.11 **"MOTOR INDUSTRY"** means the Motor industry as defined in the Main Agreement and any expressions used in that definition which are defined in the said Main Agreement shall have the same meaning for purposes of these Rules.
- 2.12 **"MIBCO SHARED SERVICES CENTRE"** means Mibco Shared Services Centre
- 2.13 **"NON-UNION MEMBER"** means any employee employed at an establishment that is member of the Retail Motor Industry Organization, and who is not a member of the Motor Industry Staff Association
- 2.14 **"NORMAL DAILY REMUNERATION"** means the amount which an employer regularly pays an employee in respect of his ordinary hours of work and does not include any remuneration which an employee who is employed on piece-work or commission basis receives over and above the amount which he would have received if he had not been employed on such basis.
- 2.15
- | | |
|--------------------------|-----------------------------------|
| "REGION EC" | (EASTERN CAPE) |
| "REGION KZN" | (KWAZULU NATAL) |
| "REGION FS/NC" | (FREE STATE/NORTHERN CAPE) |
| "REGION NORTHERN" | (NORTHERN) |
| "REGION HIGHVELD" | (HIGHVELD) |
| "REGION WC" | (WESTERN CAPE) |
- means these Regions as defined in the Main Agreement.
- 2.16 **"REGIONAL COUNCIL"** means a committee appointed as such by the Council in terms of its Constitution for any Region as defined in the Agreement.
- 2.17 **"VOLUNTARY MEMBER"** means any non-union member and/or NUMSA member employed at an RMI establishment.
- 2.18 **"WORKING DAY"** means any day on which an employee works ordinary hours of work or a normal shift as prescribed in Division B or C of the Main Agreement, whichever is applicable.

3. REGIONAL COUNCIL ADDRESSES

All claims and correspondence should be addressed and all telephone enquiries directed to the offices of the MIBCO SHARED SERVICES CENTRE and or the Regional Mibco offices in which the member is employed

<u>Region</u>	<u>Physical Address</u>	<u>Postal Address</u>	<u>Telephone</u>
MIBCO SHARED SERVICES CENTRE	275 Kent Avenue, Randburg, 2194	P O Box 2725 Randburg, 2125	086 166-226
Eastern Cape	55 Newton Street, Newton Park, Port Elizabeth, 6045	P O Box 7270 Port Elizabeth, 6055	086 166-4226
Kwazulu Natal	10A Caversham Road Hagard Rd Industrial, Pinetown, 4001	P O Box 17263, Congella, 4013	086 166-4226
FS/Northern Cape	26 Lombard Street, Bloemfontein, 9301	P O Box 22887, Bloemfontein, 9313	086 166-4226
Highveld	1 st Floor, 275 Kent Avenue, Ferndale, Randburg, 2194	P O Box 2578, Randburg, 2125	086 166-4226
Northern	Primo Building, 2 nd Floor Hatfield Square, 1119 Burnett St, Hatfield, Pretoria, 0083	P O Box 13970, Hatfield, 0028	086 166-4226
Western Province	3 Tyger Terraces (off Bellville Business Park & DJ Wood Way) Mike Pienaar Boulevard, Bellville, 7530	P O Box 17, Bellville, 7535	086 166-4226

4. MEMBERSHIP

4.1 Compulsory Membership

- 4.1.1 Membership of the Fund shall be compulsory for all employees in the Motor Industry who are members of the Motor Industry Staff Association and who are employed by an employer who is a member of the Retail Motor Industry Organisation RMI
- 4.1.2 Every person for whom membership is compulsory and who has not already completed an application form for membership shall complete and lodge with the MIBCO SHARED SERVICES CENTRE the form prescribed in Annexure "B" to these Rules within one month of the date on which he enters, re-enters or becomes employed in the Motor Industry, and shall furnish such additional information or documentary evidence as the MIBCO SHARED SERVICES CENTRE may require.
- 4.1.3 Upon application, the committee established in terms of clause 6.4 may grant any such employee for whom membership is compulsory, or employer making such an application, an exemption from participating in the Fund, which exemption shall be valid only for the period of operation of this Agreement.

4.2 Voluntary Membership

Non-union members and NUMSA members employed in establishments that are members of the Retail Motor Industry Organisation may be admitted to voluntary membership of the Fund, and the provisions of this Agreement shall mutatis mutandis apply to persons admitted to voluntary membership and their employers.

4.3 Termination of Membership

Membership to the Fund shall terminate directly when a member ceases to be employed in the Motor Industry and/or resigns as a member of MISA.

4.4 Re-admission

Any person whose membership of the Fund has ended shall, if re-admitted to membership, be regarded as an entirely new member unless otherwise determined by the MIBCO SHARED SERVICES CENTRE, provided that any person who is re-admitted to membership in a Fund Year during which he has already received benefits from the Fund as a member, shall be entitled to claim only such benefits as he would have been entitled to had his membership not ceased during the relevant Fund Year.

5. **BENEFITS**

5.1 **Qualification for Benefits**

Subject to the provisions of paragraph 5.1.1 herein, a member shall become eligible for the benefits detailed in these Rules as soon as he has been a member as defined in Rule 2 of these Rules for 13 consecutive weeks. No benefits shall be paid to any members in respect of absences from employment which occurred prior to such qualification or subsequent to the date upon which membership ends in terms of Rule 4.3.

- 5.1.1 Upon commencement of these rules on 01 February 2016, and for a period of 5 months ending on 30 June 2016, the waiting period in relation to eligibility for sick- and accident benefits, shall not apply to any member of the Motor Industry Staff Association who joins the fund as a compulsory member, where after the specified waiting period shall apply.

5.2 **Sickness Pay**

- 5.2.1 A member of the Motor Industry Staff Association, who has qualified for benefits in terms of Rule 5.1 may be paid by the Fund, 100 percent of the member's ordinary daily remuneration, in respect of any working day on which he/she was prevented from working by sickness not exceeding in the aggregate, however, 10 days' sickness pay in any Fund Year and thereafter, 50 percent of the member's ordinary daily remuneration, in respect of any working day on which he/she was prevented from working by sickness not exceeding in the aggregate, however, 5 days' sickness pay in any Fund Year.
- 5.2.2 A voluntary member, who has qualified for benefits in terms of Rule 5.1, may be paid by the Fund, 75 percent of the member's ordinary daily remuneration, in respect of any working day on which he/she was prevented from working by sickness not exceeding in the aggregate, however, 15 days' sickness pay in any Fund Year.

5.3 **Accident Pay**

- 5.3.1 A member who has qualified for benefits in terms of Rule 5.1 and who is unable to carry on his normal employment through injuries sustained in an accident as defined in these Rules, or through *dermatitis* contracted in the course of his employment, shall be entitled to claim accident pay from the fund provided the absence from work occurs within twelve calendar months after the date of the accident.
- 5.3.2 Accident pay shall be at the rate of 75 percent of the member's ordinary daily remuneration, in respect of any working day in which he was as so certified by a registered medical practitioner, prevented from working through an accident, not exceeding in the aggregate, however, 40 days' accident pay in any Fund Year.

5.4 Maternity Benefits

A female member who has qualified for benefits in terms of Rule 5.1 may be paid by the Fund 30 percent of the member's ordinary daily remuneration, in respect of working days on which she was prevented from working due to her pregnancy as so certified by a registered medical practitioner, not exceeding in the aggregate however, 17 weeks for any confinement.

- 5.5 **NOTE:** Payment of benefits for a portion of a day shall be made at the rate prescribed for a full working day where such period of absence from work extends to half a working day or longer.

6. CLAIMS

- 6.1 Claims for benefits must be submitted to the MIBCO SHARED SERVICES CENTRE within six months of the resumption of employment and must be in the form prescribed in Annexure 'C', to these Rules and must be duly certified by the employer and a registered medical practitioner, provided that a member of the Motor Industry Staff Association is not required to present a medical certificate in order to qualify for sickness pay for only one day's absence, save for when the said member is absent from work on either a Monday or a Friday or any other day which immediately precedes, or follows, an ordinary day off.
- 6.2 Claims for members of the Motor Industry Staff Association, shall be disbursed directly to the member, by the employer, on the first pay date following the date on which the claim was submitted, whereupon the employer shall remit and recover the claim from the Fund thereafter.
- 6.3 Claims for voluntary members shall be submitted by the beneficiaries of the Fund, directly to the Fund and shall not be entitled to be paid directly by their employer in terms of clause 6.2 herein; provided that the employer may, at his sole discretion, apply the provisions of clause 6.2 herein, to non-union members without such an indulgence constituting the establishment of any right or entitlement in favour of such non-union member in relation to future claims.
- 6.4 The parties to this agreement shall, under the auspices of the MIBCO SHARED SERVICES CENTRE, establish a committee comprising two representatives from each party, to consider as regularly as is necessary, any applications brought by members of the Motor Industry Staff Association, for exemption or the reconsideration of any stale claim, or any claim that the Fund has dishonoured. This committee shall be chaired by the Chief Operations Officer of MIBCO and shall adopt resolutions on a consensus basis.

7. **BENEFITS NOT ALIENABLE OR EXECUTABLE**

The benefits provided by the Fund are not transferable and any member who attempts to assign, transfer, cede, pledge or hypothecate his rights shall cease to be entitled to benefits for such periods as the MIBCO SHARED SERVICES CENTRE may determine: Provided that nothing in this Rule shall preclude the Fund from paying to the employer of a member any sick or accident pay due in terms of these Rules to such member, if the employer is able to show that he has advanced to the member an amount equal to or in excess of the benefits payable by the Fund, or that he has paid the member his normal remuneration for the period of his absence from employment.

8. **MEDICAL AND DENTAL EXAMINATIONS**

The Principals of the Parties to the agreement and / or the MIBCO SHARED SERVICES CENTRE may at any time require a member to undergo a medical or dental examination at the Fund's expense by any registered practitioner which it may nominate, subject to the concurrence of any practitioner from whom the member may be receiving treatment at the time.

9. **PENALTIES**

The Principals of the Parties to the Fund and / or the MIBCO SHARED SERVICES CENTRE has the discretion to refuse or withhold any or all benefits from any member who,

- a. in its opinion has acted in a manner calculated or reasonably likely to injure the interest of the Fund or its members,
- b. has refused or neglected or observed reasonable instructions or recommendations of his medical attendants,
- c. has by unseemly or disorderly conduct aggravated his condition or retarded his recovery.

Provided that such a member shall, if he so requested, be given the opportunity of appearing before the MIBCO SHARED SERVICES CENTRE to be heard.

10. **LOCAL COMMITTEES**

The MIBCO Governing Board may appoint local committees to assist with the administration of the Fund in any particular area under such terms and conditions and with such functions and duties as it may from time to time determine.

ANNEXURE "A"

EXCLUSIONS

1.1 Notwithstanding anything to the contrary contained in these Rules, the Fund shall not be liable for payment of sickness or accident pay in connection with illness or incapacity arising from or connected with:

- 1.1.1 venereal disease, misconduct or excessive indulgence in intoxicating liquor or drugs; temporary or permanent insanity;
- 1.1.2 treatments or operations for purely cosmetic purposes, obesity including pickwickian syndrome, infertility and artificial insemination as described by The Human Tissue Act, Act 65 of 1983 and any further additional claims resulting from the above treatments;
- 1.1.3 any accident which in the opinion of the MIBCO SHARED SERVICES CENTRE should not be a charge upon the Fund;
- 1.1.4 any accident which occurred twelve calendar months or more before the absence to which a claim relates;
- 1.1.5 injuries sustained by a member the cause of or arising out of willful self-injury; professional sport, speed contests and speed trials;
- 1.1.6 any accident which is covered by the Compensation for Occupational Injuries and Diseases Act, 1993 (Act N° 130 of 1993).

1.2 In relation to a member any event which is connected with

- 1.2.1 Sky-diving, gliding, parachuting, skin-diving, waterskiing, snow skiing, artificial snow-skiing, parasailing, windsurfing;
- 1.2.2 Flying —
 - (i) in an aircraft as one of the crew;
 - (ii) in an aircraft for the purposes of undertaking trade or technical operations therein or thereon;
 - (iii) in any helicopter, glider, pre-World War II or war built aircraft;
 - (iv) in privately-owned or chartered aircraft other than on the instructions of his employer;

- 1.2.3 Mountaineering with the use of guides or ropes, participating in winter sports, polo, steeple-chasing or big game hunting;
- 1.2.4 Riding a motor cycle, motor scooter or mechanically assisted pedal cycle as passenger otherwise than in the course of employment; provided that claims may be accepted from members in respect of injuries sustained whilst travelling from his home to his place of work and vice versa;
- 1.2.5 War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or rioting.
- 1.2.6 Any costs associated with any procedure, illness or treatment specifically excluded in terms of the Rules of the MotoHealth Care Fund, as amended from time to time. Details of such procedures, illnesses or treatments may be obtained from the website of the MotoHealth Care Fund.

Signed on this the 21 January 2016 at 275 Kent Avenue, Ferndale, Randburg.


GENERAL SECRETARY


RETAIL MOTOR INDUSTRY ORGANISATION


MOTOR INDUSTRY STAFF ASSOCIATION

Hermann Körtens


ANNEXURE "B"

**MOTOR INDUSTRY SICK, ACCIDENT AND MATERNITY PAY FUND
(_____Region)**

APPLICATION FOR MEMBERSHIP

I, (full name in block letters)_____

a member of the Motor Industry Staff Association, Membership No _____

employed by:

Employer's Name _____

Address _____

and residing at (applicant's private address)

my date of birth being _____ (day) _____ (month) _____ (year), my

Identity number being _____

and occupation _____ hereby apply to be registered as a
member of the **Motor Industry Sick, Accident and Maternity Pay Fund**.

I agree to abide by the provisions of the rules of the Fund.

Answer "Yes" or "No" to the following questions, and if the answer is "Yes" then give full details:

- (1) Do you suffer, or have you at any time suffered from any deformity, infirmity, maiming, physical defect, chronic disease, or from any illness? Yes / No

If yes details _____

- (2) Have you at any time previously contributed to this Fund in this or any other

Region? Yes / No

If yes details _____

I solemnly and sincerely declare that all the particulars given by me in this form are, to the best of my knowledge and belief, true and correct and I am free from disease or infirmity of a chronic nature except as specified above.

DATED THIS _____ DAY OF _____ 20 _____

(SIGNED) _____

oo00oo

FOR OFFICE USE ONLY

Date received _____ Date registered _____

Council number _____

ANNEXURE "C"



MOTOR INDUSTRY MATERNITY BENEFIT FUND FOR FEMALE UNION MEMBERS

Mibco SSC, P O Box 2578, Randburg, 2125 Phone 011 369 7500

Email: Saf@mibco.org.za Fax 086 647 6495

Member's Surname		Employee / Council Number
Member's Full Names	Member's Union Number	
Member's Identity Number		Member's contact telephone number

Details of Employer			
	Name	From	To
Present			
Previous			

Period of absence due to pregnancy.	From	To

The member is employed and remunerated as follows: (Mark the appropriate block with an X)	Member works		Income
	5 Day week		R
	6 Day week		R
	7 Day week		R
	Monthly		R

Has the member been paid by the Employer for the period of absence? (Mark the appropriate block with an X)	Yes	
	No	

PAYMENT METHOD

CHEQUE

☐

TO BE POSTED

POSTAL CODE

ELECTRONIC
PAYMENT

☐

NAME OF ACCOUNT HOLDER

NAME OF BANK

BRANCH CODE

ACCOUNT NUMBER

NOTE: **A CANCELLED CHEQUE, BANK STATEMENT OR PRINTOUT FROM THE BANK MUST BE ATTACHED.**

We, the Employer and Employee, certify that the information as given above is correct:

Company Stamp

Signature of Employer or accredited representative.

Date

Member's
signature

MEDICAL OFFICER'S CERTIFICATE

The Medical Certificate must clearly state the name of the patient and the period the member has been booked off due to her pregnancy, and must be attached to the back of this application form.



MOTOR INDUSTRY SICK AND ACCIDENT PAY FUND
CLAIM FORM FOR SICK/ACCIDENT PAY

Mibco SSC, P O Box 2578, Randburg, 2125 Phone 011 369 7500

Email: Saf@mibco.org.za Fax 086 647 6495

Member's Surname		Employee / Council Number													
Member's Full Names		Member's Union Number													
Member's Identity Number		Member's contact telephone number													
<table border="1"> <tr> <td>Details of Employer</td> <td>Name</td> <td>From</td> <td>To</td> </tr> <tr> <td>Present</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Previous</td> <td></td> <td></td> <td></td> </tr> </table>				Details of Employer	Name	From	To	Present				Previous			
Details of Employer	Name	From	To												
Present															
Previous															

Period of absence due to sickness/accident	From	To

The member is employed and remunerated as follows: (Mark the appropriate block with an X)	Member works		Income
	5 Day week		R
	6 Day week		R
	7 Day week		R
	Monthly		R

Has the member been paid by the Employer for the period of absence? (Mark the appropriate block with an X)	Yes	
	No	

PAYMENT METHOD

CHEQUE

TO BE POSTED

POSTAL CODE

ELECTRONIC PAYMENT

NAME OF ACCOUNT HOLDER

NAME OF BANK

BRANCH CODE

ACCOUNT NUMBER

NOTE: **A CANCELLED CHEQUE, BANK STATEMENT OR PRINTOUT FROM THE BANK MUST BE ATTACHED.**

We, the Employer and Employee, certify that the information as given above is correct:

Company Stamp

Signature of Employer or accredited representative.

Date

Member's signature

MEDICAL OFFICER'S CERTIFICATE *

The Medical Certificate must clearly state the name of the patient, the date unfit for work and

the nature of illness, and must be attached to the back of this application form.

If the illness is an injury due to an accident, please state below the cause and place of the accident.

* Not required in terms of clause 6.1 of the Rules in the event that a Member of MISA is absent from work for one day only, and such day is not a Monday, Friday or any other day preceding or following a normal day-off for such a Member of MISA.