

MOTOR INDUSTRY SICK, ACCIDENT AND MATERNITY PAY FUND (SAF)

All you need to know about the
Motor Industry Sick, Accident and
Maternity Pay Fund (SAF).



ABOUT THE SAF FUND

BACKGROUND

RMI, the Retail Motor Industry Organisation, negotiated the Sick, Accident and Maternity Pay Fund Agreement with MISA, the Motor Industry Staff Association, to ensure that MISA members enjoy even more cover than what the Basic Conditions of Employment Act allows for.

MISA members already enjoy Death Benefits of between R23 500 – R75 000 and a Funeral Benefit of between R10 500 – R15 000, depending on the MISA membership option selected (Bronze, Silver or Gold), included in their monthly contribution to the Union.

DEFINITIONS

“Fund” means the Motor Industry Sick, Accident and Maternity Pay Fund.

“MISA” means the Motor Industry Staff Association.

“MIBCO” means the Motor Industry Bargaining Council.

“RMI” means the Retail Motor Industry Organisation.

1. PURPOSE OF THE **FUND**

Accident or sickness

To assist members of the Fund who suffer losses of wages or salary through absenteeism resulting from incapacity due to an accident or sickness.

Maternity leave

To assist female members who suffer losses of wages through absenteeism resulting from maternity leave.

Maternity leave

To provide other benefits to assist members of the Fund as determined from time to time including but not limited to death and funeral benefits of members and dependants defined in terms of the Rules of the Fund.



2. Parties to the Fund

The Retail Motor Industry Organisation (RMI) and the Motor Industry Staff Association (MISA) are parties to the collective agreement that makes provision for the Fund.

3. Who administers the Fund and benefits?

- **MIBCO** administers the Sick, Accident and Maternity Pay Fund.
- **MISA** administers the SAF Employee Benefit Fund and the MISA Death and Funeral Benefit Fund.



4. What is the duration of the agreement?

This agreement is valid until 31 December 2025.

5. Contributions

Every RMI employer shall contribute the following amounts in respect of each RMI employee admitted to the Fund, in respect of each week of employment:

| Employer Contributions per benefit, per week | Female employees | Male employees |
|--|------------------|----------------|
| Sick & Accident | R14.99 | R14.99 |
| Maternity | R7.06 | – |
| Death and Funeral Benefits | R3.50 | R3.50 |
| TOTAL | R25.55 | R18.49 |

Benefits and contributions may be increased annually on 1 January by joint resolution of the RMI and MISA.



6. Membership

- 6.1 Membership of the Fund shall be **compulsory for all** employees in the retail motor industry who are **members of MISA** and who are employed by an employer who is a member of the RMI, unless the employer has been granted exemption by the Council from participating in the Fund.
- 6.2 Non-union employees and NUMSA members employed in RMI establishments may be included by employers to **voluntary membership of the Fund**. Voluntary members shall be bound by the rules of the Fund.
- 6.3 **Membership of the Fund shall terminate** once a member ceases to work for an RMI employer.
- 6.4 Any member whose membership of the Fund has terminated shall **forfeit all claims on the Fund** and if re-admitted to membership shall be regarded as an entirely new member unless otherwise decided by MIBCO.



Sick leave

7. BENEFITS OF THE FUND

7.1. Sick leave

MISA MEMBERS

MISA Members shall be eligible to receive the following Sick Pay benefits, which are subject to a 13-week waiting period:

15 days' sick leave per annum

- *The first 10 days per year* are paid at 100% of the daily basic salary.
- *The last 5 days per year* are paid at 50% of the daily basic salary.



The **employer pays the member directly** in terms of the SAF Fund Rules and claims from MIBCO.

Medical certificates

No medical certificate will be required

- for one day's sick leave when the sick leave is taken between a Tuesday and Thursday.
- or on a day, which is not a day before or after a public holiday.

A medical certificate will be required for

- 2 or more days of sick leave.
- sick leave taken on a Monday, Friday or a day preceding or following a public holiday.



There is **no mandatory payment** of sick leave after the 15-day sick leave benefit has been exhausted.



During the waiting period, MISA members will be eligible to 1 paid sick leave day for every 30 days worked.

NON-UNION EMPLOYEES AND NUMSA MEMBERS

Who voluntarily belong to the Fund shall be eligible to receive 15 days' sick leave paid at 75% of their daily remuneration, subject to a 13-week waiting period.



Voluntary members shall claim directly from MIBCO.



Claims will not be processed or paid in the following instances:

- Claims **submitted after six months** from the employee's return to work.
- Where the **first day of sick leave** was on a Monday, Friday, day before or after a public holiday and the member sought medical attention on the second day of sick leave.
- Where the **member seeks medical attention** after the second day of sick leave, regardless of the period within which the sick leave falls.
- Where a member **stays off from work for a period in excess** of the period that they have been booked off by the medical practitioner.




7.2. Maternity leave

All female members who have passed the waiting period may be eligible for a maternity benefit of 30% of their daily remuneration for a period not exceeding 17 weeks (4 months).

7.3. Accident leave

7.3.1 All members of the Fund who have passed the 13 weeks waiting period shall be eligible to 40 days' accident leave per annum, for any accident related leave paid at 75% of the member's salary.

7.3.2 The accident leave is applicable to any accident except a workplace accident (IOD) and is intended to ensure that employees' annual sick leave credits are not exhausted due to accidents. This allocation does not happen by default, but must be claimed specifically as accident leave with all relevant documentation.



7.4. Death and Funeral benefits

- 7.4.1 A member shall become eligible for the death and funeral benefits provided for in terms of the Agreement and the Rules upon the RMI employer having contributed 8 consecutive weeks in respect of the said death and funeral benefits.
- 7.4.2 In the event of the death of a member or dependant of a member and provided that the member has qualified for death and funeral benefits in terms of the Rules, the following benefit(s) shall be paid:

Death Benefit of R10 000 in the case of the **member's death**.

Funeral Benefits

- **R10 000** in the case of the **member's death**;
- **R10 000** in the case of the death of the **member's spouse**;
- **R10 000** in the case of the death of a **child of the member**, which child is **older than 18 years** and is studying full time;
- **R10 000** in the case of the death of a **child of the member**, which child is between the ages of **14 years and 18 years**;
- **R 7 000** in the case of the death of a **child of the member**, which child is **younger than 14 years**.



Funeral benefits of R10 000 shall be limited to the payment of 3 claims (which shall include the payment of the funeral benefit for the member) per annum and in the event of Funeral benefits of R7 000, a limitation of 2 claims per annum shall be applicable.



Important

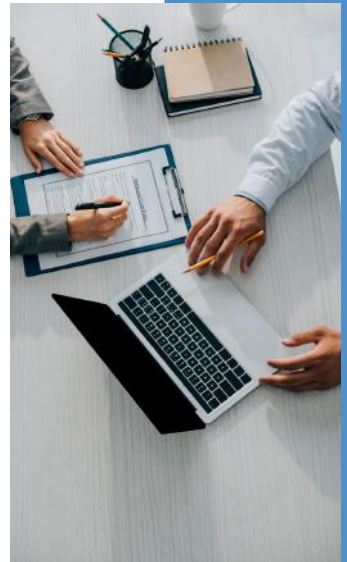
The aforesaid funeral and death benefits shall be in addition to any other death and funeral benefits that the member or the dependant of the member may receive from any other source, including the Rules of the Motor Industry Sick, Accident and Maternity Pay Fund.

Death and Funeral Benefit claims shall be submitted to MISA within 26 weeks from death of the member and/or his/her dependant on the prescribed form.

Upon completion of the Application Form to nominate his/her beneficiary for payment of the death benefit, voluntary non-union employees and NUMSA members will qualify for death and funeral benefits.



Application Forms to be emailed to info@misa.org.za.



8. Claim process

- 8.1 All sick, accident and maternity claims shall be submitted to MIBCO through the completion of the prescribed Claim Form/s, which shall be accompanied by additional information or documentary evidence as required in terms of the rules.
- 8.2 Claims for MISA members shall be paid directly to the employer who would have paid the member based on the applicable rate and as per the available leave credits.
- 8.3 Employers shall recover claims from the Fund, however, employers shall not withhold payment from MISA members pending their receipt of payment from MIBCO.
- 8.4 Claims for voluntary non-union employees and NUMSA members shall be submitted directly by the employee to MIBCO and are not compelled to be paid directly by the employer. However, employers may at their discretion assist voluntary non-union employees and NUMSA members with the submission of claims to MIBCO.

9. WHEN WILL CLAIMS BE **REJECTED?**

In accordance with the 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:

- Venereal disease, misconduct or excessive indulgence in intoxicating liquor or drugs, temporary or permanent insanity;
- Treatments or operations for purely cosmetic purposes, obesity, including Pickwickian syndrome, infertility and artificial insemination as described by the Human Tissue Act and any further additional claims resulting from the above treatments.
- Any accident which in the opinion of MIBCO should not be charged upon the Fund;
- Any accident which occurred twelve calendar months or more before the absence to which a claim relates;
- Injuries sustained by a member in the cause of or arising out of wilful self-injury, professional sport, speed contests or speed trails;
- Any accident which is covered by the Compensation of Occupational Injuries and Diseases Act.
- Sky-diving, gliding, parachuting, skin-diving, water-skiing, snow skiing, artificial snow-skiing, parasailing, windsurfing;
- Flying – in an aircraft as one of the crew, in an aircraft for the purposes of undertaking trade or technical operations therein or thereon, in any helicopter, glider, pre-World War II or war built aircraft; in a private-owned or chartered aircraft other than on the instructions of his employer;
- Mountaineering with the use guides or ropes, participating in winter sports, polo, steeple-chasing or big game hunting;
- 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;
- War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution or rioting.



CONTACT US

Queries by MISA Members or employers on behalf of MISA Members may be submitted to Training@ms.org.za.

Employers may direct employer-specific queries to the RMI at (011) 886 6300.



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SCAN TO READ



