

**HAIRDRESSING
AND COSMETOLOGY
SERVICES BARGAINING COUNCIL**
(semi national)



hci SICK PAY FUND

Registered under the Labour Relations Act, No. 66 of 1995, as amended

RULES

Certified a true copy :

JULIAN WOOD
Secretary of the Fund
21st November 2006

P O Box 1963, Roodepoort, 1725
Tel (011) 760 1685

HAIRDRESSING TRADE SICK PAY FUND

The Fund pays benefit claims promptly. It is therefore in your interest to read this Handbook carefully so as to help us to process your benefit claim speedily.

RULES

The Hairdressing and Cosmetology Services Industry Sick Pay Fund is a non-profit Fund constituted by Government Notice in terms of the Labour Relations Act No. 66 of 1995, as amended. A duly-appointed Management Committee runs the Fund. The Management Committee answers to the Hairdressing and Cosmetology Services Bargaining Council, and is composed of an equal number of employers and employees in the industry. The Management Committee considers policy decisions, requests for ex-gratia payments, and supervises the interests of all members.

Membership of the Fund is compulsory and is not optional for employers and employees who are members of the parties to the Council.

1. SUBMIT YOUR BENEFIT CLAIM PROMPTLY

Benefit claims will NOT be considered unless they are received by the Fund not later than 90 days after the month in which the illness happened.

Should payment not be received within 30 days from date of submission, members are advised to contact the Fund. Please take note that THE RESPONSIBILITY to submit and follow up claims lies with the MEMBER/S.

2. DETAILS REQUIRED FOR BENEFIT CLAIMS

Benefit claims must be submitted on an official benefit claim form, which can be obtained from the Fund Administrators. This form must be completed clearly and legibly, and MUST contain:

- Full names and address of the member **AND** the name of their employer;
- Dates actually off work, which must be confirmed by the employer.
- The diagnosis and nature of illness, name of doctor, and date(s) on which he/she was consulted;

2.1 Ordinary Illness/Sick Pay Benefit Claims

The doctor's certificate/sick note must certify precisely why the claimant was off work and must be clearly legible. Sick notes illegibly scrawled by doctors will be **REJECTED**. The onus is therefore on the claimant to submit a legibly written note from the doctor.

2.2 Death Grants

Applications for death grants must be made in writing. A copy of the death certificate must accompany the application, and the Applicant must

state his or her relationship to the deceased. Particulars must also be given of all next of kin of the deceased so as to enable the Fund to decide who is entitled to the grant.

If a member has not nominated a beneficiary/ies, the monies due will be paid to the member's estate.

3. BENEFITS

3.1 Ordinary Illness/Sick Pay Benefits

A member is entitled to be paid sick pay for a maximum period of 60 days in any benefit cycle of one calendar year (i.e. from 1st January to 31st December of the same year). The Fund's Management Committee may award benefits for a further 30 days if in its sole discretion it is of the opinion that such a benefit should be paid.

Benefits may not exceed:

- **50%** of the prescribed wage for the first week of any period of illness
- **FULL** prescribed wages for any period of illness which exceeds 1 week for any period of illness or injury.

HOWEVER a member is not entitled to sick pay for an illness or injury lasting for two days or less.

Benefits payable shall be calculated according to the prescribed basic wage. The Fund pays for the lesser of :

- the time actually off work;
- the period covered by the doctor's certificate/sick note.

and **NO** EXCEPTIONS can be made to this Rule. In other words, IF the doctor books you off for 5 days, but you are actually off for 7 days, the Fund will **only** pay you for **5 (five)** days. IF the doctor books you off for 7 days, but you are actually off work for only 5 days, the Fund will again **only** pay you for **5 (five)** days.

If in the opinion of the Fund's Management Committee a doctor has booked a member off for a period of time which appears to be unreasonable in relation to the illness, the Fund may refuse to pay the claim pending an explanation from the doctor.

If the Management Committee is not satisfied with the explanation given by the doctor, the Fund shall pay only for such period as in its opinion is considered to be reasonable.

3.2 Confinements and Pregnancy

There are **NO** ordinary benefits for confinements and pregnancy and/or any illness arising out of or in connection with pregnancy.

3.3 Death Grants

Members are only entitled to a death grant if they have been members of the Fund for 36 consecutive months.

Members qualify for death grants according to the following table:

Membership under 36 months	R Nil
Membership for 36 to 60 months	R2 000
Membership for 61 to 120 months	R3 000
Membership for 121 to 300 months	R4 000
Membership for more than 300 months	R6 000

Members who would like to do so, may notify the Fund in writing that upon death they would like a particular person to receive the death grant. The Fund will pay out according to any such wish expressed in writing and lodged with the Fund. If the member wishes to nominate a beneficiary/ies, the member must provide the Fund with the full names and address of the beneficiary, and his/her ID number, as well as particulars of his/her relationship to the member.

In all such cases it would be preferable to attach a copy of the beneficiary's particulars from his or her ID book.

3.4 Violent or Accidental Death Cover

3.4.1 If a member dies in a violent or accidental manner the Fund will, subject to the conditions referred to in 3.5.3 below pay the sum of R20'000 to the Estate of the member or the member's nominated beneficiary/ies, as the case may be.

3.4.2 To the extent that the Fund pays an accident claim, it will do so at the same rate as an ordinary illness benefit claim.

3.4.3 The Fund will NOT pay for any occurrence consequent upon:

3.4.3.1 suicide or any attempted suicide or intentional self-injury;

3.4.3.2 the member being in, or entering into, or descending from, an aircraft other than a fully licensed passenger-carrying aircraft in which the member is travelling as a passenger. The member may not be a member of the crew of the aircraft and the member may not be there for the purpose of undertaking any trade or technical operation in or on the aircraft;

3.4.3.3 the member participating in sports of any kind on snow or ice or professional football or polo on horseback or mountaineering necessitating the use of ropes or racing of any kind involving the use of any power driven vehicle vessel or craft or of yachts;

3.4.3.4 the member participating in motor cycling whether as driver or passenger;

3.4.3.5 pregnancy or childbirth;

3.4.3.6 war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, or military or usurped power.

3.4.4 Conditions

- 3.4.4.1 No claim under 3.5 will be payable after the expiry of 12 (twelve) months (or such further period as the Fund may in writing allow) from the happening of the event giving rise to the claim unless the claim is the subject of pending legal action.
- 3.4.4.2 In the event of the Fund disclaiming liability in respect of any claim and proceedings not being initiated in court in terms of 3.5.3 within 90 days after the disclaimer, all benefits under clause 3.5 in respect of that claim shall be forfeited.
- 3.4.4.3 If requested by the member, payments on account may be made to the member at the discretion of the Secretary of the Fund.
- 3.4.4.4 The Fund is entitled, in the case of death of the member, to have a post-mortem examination at its own expense.

4. GENERAL RULES

- 4.1 A member is NOT entitled to any benefits if he is not in compliance with any or all of the provisions of the Hairdressing and Cosmetology Services Bargaining Council Collective Agreements.
- 4.2 The Fund may set off against what it owes to a member, any amount owed by the member to the Bargaining Council or to the Fund, and may pay the benefit to the Bargaining Council or to the Fund.
- 4.3 The Fund's Management Committee may at any time require that a member undergoes a medical examination for any reason agreed to between the member and the Management Committee. A member may NOT be entitled to any benefits until such examination has been undertaken.
- 4.4 If a member is granted exemption from the Fund, and it appears that the member was entitled to the exemption earlier, and has paid contributions which he or she would not otherwise have had to pay, those contributions shall be forfeited to the Fund.

If members believe they are entitled to exemption the ONUS is on the member to apply for such an exemption and to furnish any information that the Management Committee may require.

- 4.5 The Fund is unable to assist members in enquiries made for any information which may be required for Income Tax purposes. All the necessary information is contained on the payment advice and members are urged to keep these in a safe place.

SIGNED at ROODEPOORT this 21st day of NOVEMBER 2006 :

1. BY THE EMPLOYEE PARTY TO THIS AGREEMENT:

PAUL BESTER
(CHAIRMAN of the Fund)
(An Official of UASA – the Trade Union)

MANIE de KOCK
An Official of UASA National

2. BY THE EMPLOYER PARTIES TO THIS AGREEMENT :

DAVID THOMAS
Vice-CHAIR of the Fund
(An Official of EOHCB)

SONTO KHOBA
(President – AHBEASA National)
(An Official of AHBEASA)

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WITNESSES:

JUANITA MPAKATI
UASA Office Bearer – Gauteng

LOUIS BUYS
An Official of UASA E-Cape

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Vice-CHAIR of the Fund
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SONTO KHOBA
(President – AHBEASA National)
(An Official of AHBEASA)

WITNESSES:

L.A.D. BEZUIDENHOUT
EOHCB Office Bearer – East London

CEDRIC GEORGE
EOHCB Office Bearer – E-Cape

Francois v. Tonder
EOHCB Office Bearer – North-West

Gregorio J. FRANSCISCO
AHBEASA Office Bearer – E.Cape