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## GOVERNMENT NOTICE

### DEPARTMENT OF MINERAL AND ENERGY AFFAIRS

No. R. 2355

1 October 1990

#### TRANSNET PENSION FUND RULES

I, Dawid Jacobus de Villiers, Minister of Mineral and Energy Affairs and Public Enterprises, acting under section 5 (2) of the Transnet Pension Fund Act, 1990 (Act No. 62 of 1990), hereby publish with the concurrence of the Minister of Finance as is required by that section.

**D. J. DE VILLIERS,**  
Minister of Mineral and Energy Affairs and  
Public Enterprises.

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## GOEWERMENSKENNISGEWING

### DEPARTEMENT VAN MINERAAL- EN ENERGIESAKE

No. R. 2355

1 Oktober 1990

#### TRANSNET-PENSIOENFONDSSTATUTE

Ek, Dawid Jacobus de Villiers, Minister van Minerale- en Energiesake en Openbare Ondernemings, handelend kragtens artikel 5 (2) van die Transnet-Pensioenfondswet, 1990 (Wet No. 62 van 1990), publiseer hierby, met die instemming van die Minister van Finansies soos deur daardie artikel vereis die Statute van die Transnet-pensioenfonds.

**D. J. DE VILLIERS,**  
Minister van Minerale- en Energiesake en  
Openbare Ondernemings.

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### TRANSNET PENSION FUND RULES

#### DEFINITIONS

1. (1) In these Rules, which are published in terms of section 5 of the Act, unless the context otherwise indicates—

- “Act” means the Transnet Pension Fund Act, 1990;
- “actuary” means a Fellow of any institute, faculty, society or chapter of actuaries appointed in terms of section 6 of the Act;
- “auditor” means an auditor registered under the Public Accountants’ and Auditors’ Act, 1951, appointed by the Board in terms of rule 9 (2);
- “Board” means the Board of Trustees referred to in rule 5;
- “Company” means Transnet Limited;
- “Conditions of Service Act” means the South African Transport Services Conditions of Service Act, 1988;
- “Consolidated Service Conditions” means the Consolidated Service Conditions referred to in section 4 (1) of the Conditions of Service Act;
- “employer” means an employer as defined in section 1 of the Act, read together with section 14 thereof;
- “interest” means interest compounded monthly;

### TRANSNET-PENSIOENFONDSSTATUTE

#### WOORDOMSKRYWINGS

1. (1) In hierdie Statute, wat ingevolge artikel 5 van die Wet gepubliseer word, tensy dit uit die samehang anders blyk, geld die volgende:

- “Wet” beteken die Transnet-pensioenfondswet, 1990;
- “aktuaris” beteken 'n genoot van enige instituut, fakulteit, genootskap of vereniging van aktuarisse wat kragtens artikel 6 van die Wet aangestel is;
- “ouditeur” beteken 'n ouditeur wat kragtens die Wet op Openbare Rekenmeesters en Ouditeurs, 1951, geregistreer is en deur die Raad kragtens statuut 9 (2) aangestel is;
- “Raad” beteken die Raad van Trustees bedoel in statuut 5;
- “Maatskappy” beteken Transnet Beperk;
- “Wet op Diensvoorwaardes” beteken die Wet op Diensvoorwaardes vir die Suid-Afrikaanse Vervoerdienste, 1988;
- “Gekonsolideerde Diensvoorwaardes” beteken die Gekonsolideerde Diensvoorwaardes gemeld in artikel 4 (1) van die Wet op Diensvoorwaardes;
- “werk-gewer” beteken 'n werk-gewer soos omskryf in artikel 1 van die Wet, saamgelees met artikel 14 daarvan;
- “rente” beteken rente wat maandeliks saamgestel word;

“Managing Director” means the Managing Director of the Company or the Managing Director’s delegate;

“Minister” means the Minister of Mineral and Energy Affairs and Public Enterprises;

“New Fund” means the New Railways and Harbours Superannuation Fund referred to in section 2 of the Railways and Harbours Pensions Act, 1971;

“Pension Fund” means the Railways and Harbours Pension Fund for Non-White Employees established in terms of section 2 of the Railways and Harbours Pensions for Non-Whites Act, 1974;

“pensionable emoluments” means the emoluments referred to in rule 25;

“pensionable service” means service with an employer in respect of which contributions have been paid or are payable to the Fund by or on behalf of a member in terms of these Rules and shall include the periods of service referred to in rules 23 (1) and (2) and 24 (1) and (2);

“Registrar” means the Registrar of Pension Funds appointed under the Pension Funds Act, 1956; and

“Trade Union” means an organisation representative of employees, formally and explicitly recognised by the Company as a Trade Union in terms of the Conditions of Service Act or the Labour Relations Act, 1956, as well as an organisation that, on the day prior to the operative date of the former act, was officially recognised by the South African Transport Services as a Trade Union.

(2) Unless the context otherwise requires—

(a) words importing the singular number shall include the plural number and vice versa; and

(b) the word “meeting” shall include an adjourned meeting.

(3) The headings to these Rules are intended for reference purposes only and shall not be taken into account in the interpretation thereof.

#### THE FUND

2. (1) The Fund to which these Rules apply, is the Transnet Pension Fund established in terms of section 2 (1) of the Act.

(2) In terms of section 2 (2) of the Act the Fund is vested with legal personality and is capable of suing or being sued in its own name and of doing all such things as may be necessary for or incidental to the exercise of its powers or the performance of its functions in terms of the Rules.

#### OFFICE

3. The office of the Fund is situated at the South Station Building, De Villiers Street, Johannesburg.

#### OBJECT

4. The object of the Fund is to provide benefits for members and beneficiaries of the Fund.

#### BOARD

5. (1) The Fund shall be controlled by a Board of Trustees.

(2) The Managing Director shall appoint a Chairman for the Board.

(3) Each Trade Union may appoint a member and an alternate.

“Besturende Direkteur” beteken die Besturende Direkteur van die Maatskappy en die Besturende Direkteur se gedelegeerde;

“Minister” beteken die Minister van Minerale- en Energiesake en Openbare Ondernemings;

“Nuwe Fonds” beteken die Nuwe Spoorweg- en Hawesuperannuasiefonds gemeld in artikel 2 van die Spoorweg- en Hawepensioenwet, 1971;

“Pensioenfonds” beteken die Spoorweg- en Hawepensioenfonds vir Nie-Blanke Werknemers wat gestig is ingevolge artikel 2 van die Wet op Spoorweg- en Hawepensioene vir Nie-Blanke, 1974;

“pensioengewende emolumente” beteken die emolumente gemeld in statuut 25;

“pensioengewende diens” beteken diens met ’n werkgewer ten opsigte waarvan bydraes aan die Fonds ingevolge hierdie Statute deur of ten behoeve van ’n lid betaal of betaalbaar is en sluit die dienstydsperke in waarna in statute 23 (1) en (2) en 24 (1) en (2) verwys word.

“Registrateur” beteken die Registrateur van Pensioenfondse aangestel kragtens die Wet op Pensioenfondse, 1956; en

“Vakvereniging” beteken ’n organisasie, verteenwoordigend van werknemers, wat formeel en uitdruklik deur die Maatskappy as ’n vakvereniging kragtens die Wet op Diensvoorwaardes of die Wet op Arbeidsverhoudinge, 1956, erken word asook ’n organisasie wat op die dag voor die datum van inwerkingtreding van eersgenoemde wet amptelik as ’n vakvereniging deur die Suid-Afrikaanse Vervoerdienste erken is;

(2) Tensy uit die samehang anders blyk—

(a) sluit woorde in die enkelvoud woorde in die meervoud in en omgekeerd; en

(b) sluit die woord “vergadering” ’n verdaagde vergadering in.

(3) Die opskrifte van hierdie Statute is slegs bedoel vir verwysingsdoeleindes en word nie in die uitleg daarvan in aanmerking geneem nie.

#### DIE FONDS

2. (1) Die Fonds waarop hierdie Statute van toepassing is, is die Transnetpensioenfonds gestig ingevolge artikel 2 (1) van die Wet.

(2) Ingevolge artikel 2 (2) van die Wet word die Fonds met regs persoonlikheid beklee en is dit bevoeg om in eie naam as eiser of verweerder in regte op te tree en om alles te doen wat vir die uitoefening van sy bevoegdhede of die verrigting van sy werksaamhede ingevolge die Statute nodig is of daarmee in verband staan.

#### KANTOOR

3. Die Fonds se kantoor is geleë in die Suidstasiegebou, De Villiersstraat, Johannesburg.

#### DOEL

4. Die doel van die Fonds is om lede van die Fonds en voordeeltrekkers van voordele te voorsien.

#### RAAD

5. (1) ’n Raad van Trustees beheer die Fonds.

(2) Die Besturende Direkteur stel ’n Voorsitter vir die Raad aan.

(3) Elke vakvereniging kan ’n lid en ’n plaasvervanger aanstel.

(4) The Managing Director shall, in addition to the appointment of the Chairman, appoint a number of members and their alternates equal to the aggregate number of members and their alternates, respectively, appointed by the Trade Unions.

(5) Subject to there being sufficient members to form a quorum as laid down in rule 7 (5), the Board shall be entitled to function notwithstanding the existence of any vacancy.

(6) The duty of the Chairman, members and alternates towards the Fund shall be of a fiduciary nature and they shall, when acting in such capacities, seek only the benefit of the Fund, its members, pensioners and other beneficiaries, to the exclusion of all other considerations or objectives.

(7) The members and alternates shall conduct themselves at meetings of the Board in a responsible manner that is in harmony with their status as members or alternates. Should a member or alternate act in breach of this requirement, the Board may, by a majority vote of at least two-thirds of members/alternates present at the meeting at which such breach occurs, require the person concerned to leave the meeting or take such other decision or action as may, in the circumstances, seem desirable.

#### DISQUALIFICATION AND TENURE OF OFFICE OF BOARD MEMBERS

6. (1) Any of the following persons shall be disqualified from being appointed or acting as the Chairman or a member of the Board:

(a) A minor or any other person under legal disability, but this shall not disqualify a married woman subject to the marital power of her husband whose written consent to her appointment as a Board member has been lodged with the Secretary;

(b) an unrehabilitated insolvent;

(c) any person convicted of theft, fraud, perjury, an offence under the Prevention of Corruption Act, 1958, or any other offence involving dishonesty;

(d) any person sentenced to imprisonment without the option of a fine;

(e) any person removed by a competent court from any office of trust on account of misconduct; or

(f) any person who is not a member of the Fund.

(2) The Chairman or a member of the Board shall cease to hold office upon—

(a) resignation from the Board;

(b) disqualification in terms of paragraph (1); or

(c) termination of appointment by his or her appointer.

#### MEETINGS OF THE BOARD

7. (1) The Board shall meet at least every quarter and at such other times as the Board may decide.

(2) The Board shall at the last meeting of every year determine the dates for the quarterly meetings to be held in the forthcoming year.

(4) Die Besturende Direkteur, benewens die aanstelling van die Voorsitter, stel 'n getal lede en hul plaasvervangers aan gelyk aan die totale getal lede en hul plaasvervangers onderskeidelik wat deur die vakverenigings aangestel word.

(5) Onderhewig daaraan dat daar genoegsame lede is om 'n kworum te vorm soos in statuut 7 (5) voorgeskryf, is die Raad geregtig om te funksioneer nieteenstaande die bestaan van enige vakature.

(6) Die pligte van die Voorsitter, lede en plaasvervangers teenoor die Fonds is fidusiër van aard en hulle moet, wanneer hulle in sodanige hoedanighede optree, slegs die voordeel van die Fonds, sy lede, pensioentrekkers en ander voordeeltrekkers, sonder inagneming van alle ander oorwegings en bedoelings, nastreef.

(7) Die lede en plaasvervangers moet hulle ten tyde van vergaderings op 'n verantwoordelike wyse gedra sodat dit in ooreenstemming is met hulle status as lede of plaasvervangers. Indien 'n lid of plaasvervanger hom skuldig maak aan 'n verbreking van hierdie vereiste, kan die Raad, op 'n meerderheidstem van ten minste twee-derdes van lede/plaasvervangers teenwoordig by die vergadering waar sodanige verbreking plaasvind, vereis dat die betrokke persoon die vergadering verlaat of sodanige besluit of aksie neem as wat in die omstandighede wenslik mag wees.

#### DISKWALIFIKASIE EN AMPSTERMYN VAN RAADSLEDE

6. (1) Enige van die volgende persone is gediskwalifiseer om aangestel te word of om op te tree as die Voorsitter of 'n lid van die Raad:

(a) 'n Minderjarige of enige persoon wat handelingsonbevoeg is, maar dit diskwalifiseer nie 'n getroude vrou nie, wat onderworpe aan haar man se maritale mag is, indien sy geskrewe toestemming tot haar aanstelling as 'n Raadslid by die Sekretaris ingedien is;

(b) 'n ongerehabiliteerde insolvent;

(c) enige persoon wat veroordeel is weens diefstal, bedrog, meened, 'n oortreding van die Wet op die Voorkoming van Korrupsie, 1958, of enige ander oortreding waarby oneerlikheid in gedrang is;

(d) enige persoon wat gevangenisstraf, sonder die keuse van 'n boete opgelê is;

(e) enige persoon wat deur 'n bevoegde hof uit 'n vertrouensamp op grond van wangedrag verwyder is; of

(f) enige persoon wat nie 'n lid van die Fonds is nie.

(2) Die Voorsitter of 'n lid van die Raad ophou om sodanige amp te beklee—

(a) by bedanking uit die Raad;

(b) by diskwalifikasie ingevolge paragraaf (1); of

(c) by beëindiging van die aanstelling deur sy of haar aansteller.

#### RAADSVERGADERINGS

7. (1) Die Raad vergader minstens elke kwartaal en op sodanige ander tye as wat die Raad mag besluit.

(2) By die laaste vergadering van elke jaar bepaal die Raad die datums vir die kwartaalike vergaderings wat die volgende jaar gehou gaan word.

(3) A special meeting shall be called at any time on the instruction of the Chairman or at the written request of any three members of the Board.

(4) The Chairman, when unable to attend any meeting, shall appoint an Acting Chairman for that meeting, or, failing such appointment, the Managing Director shall appoint an Acting Chairman.

(5) The majority of the members of the Board shall constitute a quorum for a meeting of the Board.

(6) A decision by a majority of the members of the Board present at a meeting of the Board shall constitute a decision of the Board.

(7) Decisions of the Board shall be taken by a show of hands or, if so required by any member of the Board present at the meeting, by ballot.

(8) The Chairman shall not have a deliberative vote.

(9) The Chairman shall have a casting vote which may be exercised in the event of an equality of votes.

(10) If a quorum is not present at any meeting of the Board within thirty minutes after the time fixed for its commencement, the meeting shall adjourn for a period of not less than a week.

(11) At such adjourned meeting the members present shall form a quorum.

#### MINUTES

8. (1) The Board shall cause minutes of all its meetings to be recorded.

(2) Such minutes, if signed by any person purporting to be the Chairman of the meeting to which it relates, shall be *prima facie* evidence of the proceedings.

#### POWERS OF THE BOARD

9. (1) The Board may, with the approval of the Managing Director and the Minister, acting in concurrence with the Minister of Finance—

(a) amend the rules, provided that every proposed amendment affecting the financial position of the Fund shall be submitted to the actuary for a report before being submitted to the Managing Director and provided further that such amendment shall not be valid unless and until published in the *Government Gazette*;

(b) prescribe the manner in which the award of benefits shall be considered by the Fund; and

(c) take any action (including the control of the finances and the administration of the Fund) not specifically provided for in these Rules, that may be necessary to achieve the objects of the Fund.

(2) The Board shall appoint an auditor for the Fund and the contract effecting such appointment shall not be for a fixed period but shall provide for the termination thereof by notice duly given by either party.

(3) The Board shall appoint—

(a) an Executive Committee which shall consist of—

- (i) the Chairman of the Board;
- (ii) the Manager of the Fund;

(3) 'n Spesiale vergadering word ter enige tyd belê in opdrag van die Voorsitter of op skriftelike versoek van enige drie lede van die Raad.

(4) Die Voorsitter, wanneer nie in staat om 'n vergadering by te woon nie, stel 'n Waarnemende Voorsitter vir daardie vergadering aan, of, by ontstentenis van sodanige aanstelling, stel die Besturende Direkteur 'n Waarnemende Voorsitter aan.

(5) Die meerderheid Raadslede konstitueer 'n kworum vir 'n Raadsvergadering.

(6) 'n Besluit van die meerderheid Raadslede wat in 'n vergadering teenwoordig is, konstitueer 'n besluit van die Raad.

(7) Besluite deur die Raad word geneem deur die opsteek van hande of, indien so verlang deur enige Raadslid wat in die vergadering teenwoordig is, deur stemming per briefie.

(8) Die Voorsitter het nie 'n beraadslagende stem nie.

(9) Die Voorsitter het 'n beslissende stem wat in geval van 'n staking van stemme uitgeoefen kan word.

(10) Indien 'n kworum nie in 'n Raadsvergadering binne dertig minute na die vasgestelde tyd vir die aanvang daarvan teenwoordig is nie, verdaag die vergadering vir 'n tydperk van minstens 'n week.

(11) By sodanige verdaagde vergadering vorm die lede wat teenwoordig is, 'n kworum.

#### NOTULE

8. (1) Die Raad laat notules van al sy vergaderings neem.

(2) Sodanige notule, indien onderteken deur enige persoon wat voorgee die Voorsitter van die vergadering waarop dit betrekking het, te wees, is *prima facie* bewys van die verrigtinge.

#### BEVOEGDHEDE VAN DIE RAAD

9. (1) Die Raad kan, met goedkeuring van die Besturende Direkteur en die Minister, met die instemming van die Minister van Finansies—

(a) die statute wysig, met dien verstande dat elke voorgestelde wysiging wat die finansiële stand van die Fonds affekteer aan die aktuaris vir verslag voorgelê word alvorens dit aan die Besturende Direkteur voorgelê word en met dien verstande voorts dat sodanige wysiging nie geldig is tot tyd en wyl dit in die *Staatskoerant* gepubliseer is nie;

(b) die manier voorskryf waarop die toekenning van voordele deur die Fonds oorweeg word; en

(c) enige stappe doen (insluitend die beheer van finansies en die administrasie van die Fonds) waarvoor nie spesifiek in hierdie Statute voorsiening gemaak word nie, wat nodig mag wees om die doel van die Fonds te bereik.

(2) Die Raad stel 'n ouditeur vir die Fonds aan en die kontrak waarkragtens sodanige aanstelling gemaak word, word nie vir 'n bepaalde tydperk aangegaan nie maar bepaal dat dit beëindig kan word deur behoorlike kennis gegee deur engeen van die partye.

(3) Die Raad stel die volgende aan:

- (a) 'n Uitvoerende Komitee bestaande uit—
  - (i) die Voorsitter van die Raad;
  - (ii) die Bestuurder van die Fonds;

(iii) two members of the Board [at least one of whom shall be a member referred to in rule 5 (3)] and their alternates; and

(b) an Investment Committee which shall consist of—

(i) the Chairman of the Board;

(ii) a member of the personnel of an employer, engaged in the administration of the Fund and nominated by the Chairman of the Board;

(iii) one member of the Fund, with an alternate, nominated by the members of the Board referred to in rule 5 (4) on a majority vote who shall have financial and investment expertise and practical experience regarding the making and management of investments; and

(iv) one member, with an alternate, from among the members referred to in rule 5 (3) nominated by such members on a majority vote.

(4) The Board may in its sole discretion terminate the appointment of members or alternates of the Executive Committee and the Investment Committee.

#### EXECUTIVE COMMITTEE

10. The Executive Committee shall—

(a) examine and approve or reject any application for admission to membership of the Fund in those cases where the employee does not obtain a clear medical certificate;

(b) consider cases in which the retirement of a member on the ground of permanent ill-health or physical disability is under consideration and make recommendations in connection therewith.

(c) settle all disputes in respect of contributions and benefits;

(d) authorise the payment of benefits to a guardian of a minor or to a curator of a person under legal disability; and

(e) perform any other duties prescribed by the Board.

#### INVESTMENT COMMITTEE

11. (1) The Investment Committee shall—

(a) subject to the requirements stipulated in the Pension Funds Act, 1956, and the regulations promulgated thereunder in connection with the investment of money, invest or cause to be invested the monies of the Fund not immediately required for current expenses, to the best advantage of the Fund;

(b) submit reports on the investments to the Board at such intervals and in such form as the Board may prescribe; and

(c) keep complete accounts, records and minutes of all actions taken in the performance of its functions and the exercise of its powers.

(2) The Investment Committee may, for the purposes of paragraph (1), make use of the services of portfolio managers not employed by the Fund or an employer.

(3) Any security belonging to the Fund and held by the Investment Committee or portfolio managers on its behalf shall, except when in the temporary custody of others for the purpose of the Fund, be kept in safe custody in the safes or strongrooms at the office of the Fund or at any Bank or Building Society approved by the Board.

(iii) twee lede van die Raad; [waarvan ten minste een 'n lid gemeld in statuut 5 (3) moet wees] en hul plaasvervangers; en

(b) 'n Beleggingskomitee wat bestaan uit—

(i) die Voorsitter van die Raad;

(ii) 'n personeellid van 'n werkgewer, betrokke by die administrasie van die Fonds en benoem deur die Voorsitter van die Raad;

(iii) een lid van die Fonds, met 'n plaasvervanger, benoem deur die lede van die Raad genoem in statuut 5 (4) op 'n meerderheidstem, wat beskik oor finansiële en beleggingskundigheid asook praktiese ondervinding aangaande die maak en bestuur van beleggings; en

(iv) een lid, met 'n plaasvervanger, uit die lede genoem in statuut 5 (3) benoem deur sodanige lede op 'n meerderheidstem.

(4) Die Raad mag na eie goeëdunke die aanstelling van lede of plaasvervangers van die Uitvoerende Komitee of die Beleggingskomitee beëindig.

#### UITVOERENDE KOMITEE

10. Die Uitvoerende Komitee—

(a) ondersoek en keur goed of verwerp enige aansoek om toelating tot lidmaatskap van die Fonds in gevalle waar 'n werknemer nie 'n gunstige mediese sertifikaat verkry nie;

(b) oorweeg gevalle waar die uitdienstreding van 'n werknemer op grond van blywende slegte gesondheid of liggaamlike ongeskiktheid in gedrang kom en maak aanbevelings in verband daarmee;

(c) ruim alle geskilpunte ten opsigte van bydraes en voordele uit die weg;

(d) magtig betaling van voordele aan 'n voog van 'n minderjarige of aan 'n kurator van 'n persoon wat nie handelingsbevoeg is nie; en

(e) verrig enige ander pligte wat deur die Raad bepaal word.

#### BELEGGINGSKOMITEE

11. (1) Die Beleggingskomitee—

(a) belê of laat belê die gelde van die Fonds wat nie onmiddellik benodig word vir huidige uitgawes nie, onderworpe aan die vereistes bepaal in die Wet op Pensioenfondse, 1956, en die regulasies in verband met die belegging van geld wat daarvolgens uitgevaardig is, tot beste voordeel van die Fonds;

(b) lê verslae oor die beleggings aan die Raad voor op sodanige tye en in sodanige vorm soos die Raad mag voorskryf; en

(c) hou volledige rekenings, rekords en notules van alle aksies wat in die uitvoering van sy funksies en uitoefening van sy bevoegdhede ingestel is.

(2) Die Beleggingskomitee mag, vir die doeleindes van paragraaf (1), gebruik maak van die dienste van portefeuljebestuurders wat nie werknemers van die Fonds of 'n werkgewer is nie.

(3) Enige sekuriteite van die Fonds wat deur die Beleggingskomitee of portefeuljebestuurders namens die Fonds gehou word, word in veilige bewaring in die kluis of brandkluis by die Fonds se kantoor, of by enige Bank of Bouvereniging wat deur die Raad goedgekeur is, gehou behalwe wanneer dit vir die doel van die Fonds in tydelike bewaring van ander is.

**THE MANAGER**

12. (1) The Managing Director shall appoint a member of the personnel of an employer to be the Manager and the principal executive officer of the Fund.

(2) The Managing Director may at any stage terminate such appointment with immediate effect.

(3) Should the Manager be absent from the Republic for more than thirty days or be otherwise unable to fulfil the managerial function, the Managing Director shall appoint another person to act as Manager for the period of such absence or inability and shall advise the Board of such person's name.

(4) The Manager shall have power—

(a) to open and operate a banking account in the name of the Fund;

(b) to receive and administer the money of the Fund required for current expenses;

(c) with the approval of the Board to borrow money from any source and to obtain an overdraft from a bank or building society;

(d) to enter into and sign any contract or document on behalf of the Fund;

(e) to institute or defend any legal proceedings by or against the Fund and to instruct legal representatives with regard to such proceedings;

(f) to arrange with the Managing Director for the appointment of suitable members of the personnel of an employer to conduct the administration of the Fund;

(g) to administer any other contributing scheme in respect of improved benefits for the benefit of the members of the Fund; and

(h) to execute decisions of the Investment Committee.

**APPOINTMENT OF SECRETARY**

13. (1) The Managing Director shall appoint a member of the personnel of an employer as the Secretary of the Fund and may at any stage terminate any such appointment with immediate effect.

(2) The Manager may appoint any person from among those referred to in rule 12 (4) (f) to perform the duties of the Secretary, while the Secretary is absent or otherwise not available to perform his duties.

**DUTIES OF SECRETARY**

14. The Secretary shall—

(a) keep all documents relating to the business of the Fund in safe custody, except those which are prescribed by law to be kept by any other person;

(b) submit to the Board all matters and documents received from an employer;

(c) receive notices of matters to be considered by the Board;

(d) convene all meetings of the Board, Executive Committee and Investment Committee;

(e) record the minutes of the proceedings of all meetings of the Board, Executive Committee and Investment Committee;

(f) circulate copies of all minutes of the Board to all members of the Board; and

(g) perform such other duties as the Board may from time to time prescribe.

**DIE BESTUURDER**

12. (1) Die Besturende Direkteur stel 'n personeel-lid van 'n werkgewer aan as Bestuurder en die uitvoerende hoofamptenaar van die Fonds.

(2) Die Besturende Direkteur kan op enige tydstip sodanige aanstelling met onmiddellike inwerking-treding beëindig.

(3) Indien die Bestuurder uit die Republiek afwesig is vir langer as dertig dae of andersins nie in staat is om die bestuursfunksie uit te voer nie, stel die Besturende Direkteur 'n ander persoon aan om as Bestuurder vir die tydperk van sodanige afwesigheid of onvermoë op te tree en stel hy die Raad van sodanige persoon se naam in kennis.

(4) Die Bestuurder is by magte om—

(a) 'n bankrekening te open en te beheer in die naam van die Fonds;

(b) die geld van die Fonds wat nodig word vir huidige uitgawes te ontvang en te administreer;

(c) met die goedkeuring van die Raad gelde van enige bron te leen en 'n oortrokke fasiliteit by 'n bank of bouvereniging te verkry;

(d) enige kontrak of dokument namens die Fonds aan te gaan en teken;

(e) enige geregtelike stappe ten behoewe van die Fonds te doen of teen die Fonds te verdedig en om regsvertegenwoordigers met verwysing na sodanige geregtelike stappe opdrag te gee;

(f) met die Besturende Direkteur vir die aanstelling van geskikte personelede van 'n werkgewer te reël om die administrasie van die Fonds te beheer;

(g) enige ander bydraende skema vir verbeterde voordele tot voordeel van lede van die Fonds te administreer; en

(h) besluite van die Beleggingskomitee uit te voer.

**AANSTELLING VAN SEKRETARIS**

13. (1) Die Besturende Direkteur stel 'n personeel-lid van 'n werkgewer as die Sekretaris van die Fonds aan en kan ter eniger tyd sodanige aanstelling met onmiddellike inwerking-treding beëindig.

(2) Die Bestuurder kan enige persoon aanstel uit diegene bedoel in statuut 12 (4) (f) om die pligte van die Sekretaris uit te voer terwyl die Sekretaris afwesig is of andersins nie beskikbaar is nie.

**PLIGTE VAN SEKRETARIS**

14. Die Sekretaris—

(a) hou alle dokumente wat betrekking het op die sake van die Fonds in veilige bewaring, behalwe dié wat kragtens wet deur enige ander persoon gehou moet word;

(b) lê alle sake en dokumente wat van 'n werkgewer ontvang word aan die Raad voor;

(c) ontvang kennisgewings van sake wat deur die Raad oorweeg moet word;

(d) belê alle vergaderings van die Raad, Uitvoerende Komitee en Beleggingskomitee;

(e) notuleer die verrigtinge van alle vergaderings van die Raad, Uitvoerende Komitee en Beleggingskomitee;

(f) sirkuleer afskrifte van alle notules van die Raad aan alle lede daarvan; en

(g) verrig sodanige ander pligte as wat die Raad van tyd tot tyd mag bepaal.

**SECRECY**

15. The Chairman, members of the Board and their alternates, and all persons engaged in the administration of the Fund shall treat all matters and information that may come to their knowledge in the performance of their duties in connection with the Fund as confidential.

**INDEMNIFICATION AND INSURANCE**

16. (1) The Fund shall indemnify the Chairman, members of the Board and their alternates, and all persons engaged in the administration of the Fund against all costs and expenses incurred by reason of any act done *bona fide* in the performance of their duties in connection with the Fund.

(2) The Board shall cause the Fund to be insured against losses due to dishonesty or fraud of persons engaged in the administration of the Fund, including members of the Board, and of persons who receive or handle the money of the Fund.

**ADMINISTRATION EXPENSES**

17. All expenses in connection with the administration of the Fund or of any other contributing scheme shall be paid by the employer.

**ACCOUNTS, AUDIT AND ACTUARIAL VALUATION**

18. (1) (a) The Board shall cause to be kept such accounts, entries, registers, and records as are essential for the proper functioning of the Fund.

(b) The accounts shall be prepared in the format prescribed by regulation in terms of the Pension Funds Act, 1956, shall be balanced at the end of each financial year and shall be audited by the auditor.

(c) The Board shall, at the end of the financial year, submit to the employer—

- (i) an annual report on all matters relating to the Fund; and
- (ii) the financial statements pertaining to the Fund.

(d) The auditor shall have access to all books, vouchers, accounts and documents connected with the Fund and shall certify, in writing, the result of each audit.

(e) When an audit report reflects that the Fund is not in a sound financial position, the Board shall inform the Minister and the Managing Director.

(f) The financial year of the Fund shall be from 1 April up to and including 31 March of the following year.

(2) (a) The Board shall cause to be kept such records as to enable the actuary to make an actuarial valuation at any time.

(b) The Fund shall be valued by the actuary at intervals in the discretion of the Minister of not more than three years, to determine whether the Fund is in a financial position to pay the benefits provided for in these Rules. The actuary shall submit the report of the valuation to the Minister and shall submit copies of the report to the Minister of Finance, the employer and the Board.

**GEHEIMHOUDING**

15. Die Voorsitter, Raadslede en hul plaasvervangers en alle persone betrokke by die administrasie van die Fonds behandel alle sake en inligting waarvan hulle te wete kom in die uitvoering van hul pligte in verband met die Fonds as vertroulik.

**VRYWARING EN VERSEKERING**

16. (1) Die Fonds vrywaar die Voorsitter, lede van die Raad en hul plaasvervangers en alle persone betrokke by die administrasie van die Fonds teen alle koste en uitgawes aangegaan as gevolg van enige *bona fide*-optrede in die uitvoering van hul pligte in verband met die Fonds.

(2) Die Raad reël vir die versekering van die Fonds teen verliese as gevolg van oneerlikheid of bedrog van persone gemoeid met die administrasie van die Fonds, insluitende lede van die Raad, en van persone wat die geld van die Fonds ontvang of hanteer.

**ADMINISTRASIEKOSTE**

17. Alle koste in verband met die administrasie van die Fonds of enige ander bydraende skema word deur die werkgewer betaal.

**REKENINGS, OUDITERING EN AKTUARIËLE WAARDASIE**

18. (1) (a) Die Raad sorg dat sodanige rekenings, inskrywings, registers en rekords as wat noodsaaklik is vir die behoorlike funksionering van die Fonds gehou word.

(b) Die rekenings word opgestel volgens die formaat wat kragtens regulasies uitgevaardig ingevolge die Wet op Pensioenfondse, 1956, voorgeskryf word, word aan die einde van die elke finansiële jaar gebalanseer en word deur die ouditeur geouditeer.

(c) Aan die einde van die finansiële jaar lê die Raad aan die werkgewer voor—

- (i) 'n jaarverslag aangaande alle sake wat betrekking het op die Fonds; en
- (ii) die finansiële state wat betrekking het op die Fonds.

(d) Die ouditeur het toegang tot alle boeke, bewyse, rekenings en dokumente wat betrekking het op die Fonds en sertifiseer skriftelik die resultaat van elke audit.

(e) Wanneer 'n ouditeursverslag weergee dat die Fonds se finansiële stand nie gesond is nie, verwittig die Raad die Minister en die Besturende Direkteur dienoreenkomstig.

(f) Die finansiële jaar van die Fonds strek van 1 April tot en met 31 Maart van die volgende jaar.

(2) (a) Die Raad sorg dat sodanige rekords wat die aktuaris in staat stel om ter eniger tyd 'n aktuariële waardasie te maak, gehou word.

(b) Die Fonds word deur die aktuaris gewaardeer met tussenposes na die Minister se goeddunke van nie langer nie as drie jaar, om te bepaal of die Fonds in sodanige finansiële stand is om die voordele waarvoor in hierdie Statute voorsiening gemaak word, te betaal. Die aktuaris lê die waardasieverslag aan die Minister voor en stuur afskrifte van die verslag aan die Minister van Finansies, die werkgewer en die Raad.

## UNSOOUND FINANCIAL POSITION

19. (1) When an audit report referred to in rule 18 (1) (b) indicates, in the opinion of the Minister, acting in concurrence with the Minister of Finance, that the Fund is not in a financially sound position, or when an actuarial report referred to in rule 18 (2) (b) does likewise, the Minister, with the concurrence of the Minister of Finance, may direct the Board to submit a scheme setting out arrangements designed to restore the Fund to a financially sound position within a reasonable period. Such scheme shall be submitted within three months from the date of receipt of such direction, together with a report thereon by the actuary.

(2) When any audit or actuarial report indicates a deficiency in the Fund, the Board shall, within three months from the date of such report, submit a scheme to the Minister and the Minister of Finance setting out the arrangements which have been made or which it is intended to make to eliminate the deficiency, together with a report thereon by the actuary.

(3) If the Minister, in concurrence with the Minister of Finance, is satisfied that the arrangements referred to in paragraph (1) or (2) should suffice to accomplish the objects of this rule, the former shall approve the scheme.

(4) The Minister, if not satisfied with such arrangements, shall, in concurrence with the Minister of Finance, request the Board to make such amendments to the scheme, or to submit such new scheme as will be satisfactory, and the Board shall comply with the request within a period prescribed by the Minister, not being less than 30 days from the date of the request, and shall at the same time furnish the Minister and the Minister of Finance with a report on such amendments or such new scheme by the actuary and the provisions of paragraph (3) shall apply to any such amended scheme or new scheme which the Board may submit.

(5) The Board shall carry out the terms of any scheme approved by the Minister under this rule provided that—

(a) the Minister may, if satisfied that none of the objects of this rule would be thereby prejudiced, with the concurrence of the Minister of Finance, permit the Board to amend such scheme from time to time;

(b) if any information submitted to the Minister during the currency of such scheme indicates, in the opinion of the Minister, that the scheme is unlikely to accomplish the objects of this rule, such approval of the scheme may be withdrawn, and the Board shall, within three months thereafter, prepare a further scheme to which the provisions of this rule shall apply *mutatis mutandis*; and

(c) if any such information shows, in the opinion of the Minister and the Minister of Finance, that the financial condition of the Fund is no longer unsound, the former shall inform the Manager to that effect and, on receipt of such communication, the obligations of the Fund in respect of that scheme shall terminate immediately.

## ONGESONDE FINANSIËLE STAND

19. (1) Wanneer 'n ouditeursverslag bedoel in statuut 18 (1) (b) volgens die mening van die Minister met die instemming van die Minister van Finansies aandui dat die finansiële stand van die Fonds ongesond is, of wanneer 'n aktuariële verslag bedoel in statuut 18 (2) (b) insgelyks só aandui, kan die Minister, in medewerking met die Minister van Finansies, die Raad gelas om 'n skema aan hom voor te lê waarin uiteengesit word die reëlings wat beoog word om die Fonds binne 'n redelike tydperk in 'n finansiële gesonde toestand te bring. Sodanige skema word binne drie maande vanaf die datum van ontvangs van sodanige lasgewing saam met 'n verslag daarvoor deur die aktuaris voorgelê.

(2) Wanneer enige ouditeurs- of aktuariële verslag 'n tekort in die Fonds aandui, lê die Raad binne drie maande vanaf die datum van sodanige verslag 'n skema aan die Minister en die Minister van Finansies voor, wat die reëlings uiteensit wat getref is of wat beoog word om die tekort uit te skakel, saam met 'n verslag deur die aktuaris daarvoor.

(3) Indien die Minister, in medewerking met die Minister van Finansies, oortuig is dat die reëlings bedoel in paragraaf (1) of (2) voldoende behoort te wees om die doel van hierdie statuut te bereik, keur eersgenoemde die skema goed.

(4) Die Minister, indien nie met sodanige reëling oortuig nie, versoek, in medewerking met die Minister van Finansies, die Raad om sodanige wysigings aan die skema aan te bring, of om so 'n nuwe skema voor te lê as wat oortuigend sal wees. Die Raad voldoen aan die versoek binne 'n tydperk bepaal deur die Minister, wat nie minder as 30 dae vanaf die datum van die versoek moet wees nie, en voorsien terselfdertyd die Minister en die Minister van Finansies van 'n verslag deur die aktuaris oor sodanige wysigings of sodanige nuwe skema en die bepalings van paragraaf (3) is van toepassing op enige sodanige gewysigde skema of nuwe skema wat die Raad mag voorlê.

(5) Die Raad voer die bepalings van enige skema uit wat deur die Minister ingevolge hierdie statuut goedgekeur is, met dien verstande dat—

(a) die Minister, indien oortuig dat geen oogmerke van hierdie statuut daardeur benadeel sal word nie, in medewerking met die Minister van Finansies, die Fonds kan toelaat om sodanige skema van tyd tot tyd te wysig;

(b) indien enige inligting wat aan die Minister gedurende die geldigheidsduur van sodanige skema voorgelê word, aantoon dat dit, na die oordeel van die Minister, onwaarskynlik is dat die skema die oogmerke van hierdie statuut sal bereik, sodanige goedkeuring van die skema ingetrek kan word en stel die Raad 'n verdere skema binne drie maande daarna op, waarop die bepalings van hierdie statuut *mutatis mutandis* van toepassing sal wees; en

(c) indien enige sodanige inligting aandui, na die oordeel van die Minister en die Minister van Finansies, dat die finansiële stand van die Fonds nie meer ongesond is nie, lig eersgenoemde die Bestuurder te dien effekte in en, by ontvangs van sodanige mededeling, verval die verpligtinge van die Fonds in verband met daardie skema onmiddellik.

(6) If the Minister, in concurrence with the Minister of Finance, is of the opinion that the Fund is in such an unsound financial condition that any scheme contemplated in this rule would be ineffective, impracticable or unsatisfactory, the Minister may—

(a) apply to the court for an order directing that the provisions of these Rules relating to the appointment, powers, remuneration (if any) and removal from office of the person managing the business of the Fund, or relating to such other matter as he may regard appropriate, be altered in a manner to be specified in such application, and/or directing that the whole or any part of the business of the Fund be wound up; or

(b) call on the guarantee furnished by the employer to place the Fund in a financially sound condition on terms specified by the Minister.

#### APPEALS

**20.** (1) If a person is dissatisfied with any decision of the Manager, such person shall have a right of appeal to the Executive Committee.

(2) If a person is dissatisfied with a decision of the Executive Committee [including a decision on appeal in terms of paragraph (1)] such person shall have a right of appeal to the Board.

(3) The decision of the Board on any such appeal shall be final and binding on the parties.

#### MEMBERSHIP

**21.** (1) Every employee of an employer, other than an employee referred to in paragraph (3) (b), who has undergone a medical examination conducted for the purpose of employment or of Consolidated Service Condition 5 shall, subject to paragraphs (5) and (6), be a member of the Fund unless such person—

(a) is less than 16 years of age;

(b) is engaged under a contract for a fixed period, and such contract does not make provision for membership; or

(c) is employed in a casual capacity.

(2) Female employees shall become members of the Fund in the same way as male employees and, upon admission to membership, shall be entitled to the benefits prescribed in these Rules.

(3) (a) The Managing Director shall have the discretion to admit to membership of the Fund persons exclusively employed in the conduct of any fund connected with the Company or its personnel or in the joint employ of the Company and any such fund, as well as a discretion to stipulate such conditions in regard to contributions, benefits and other matters as may be appropriate.

(b) An employee under contract who has at least 10 years' continuous service and is not over the age of 63 years may, in the discretion of the Board, be admitted to membership of the Fund without undergoing a medical examination.

(4) The employer shall notify the Secretary when an employee becomes eligible for membership of the Fund in terms of paragraph (1) and shall provide such information with reference to the employee as may be required.

(6) Indien die Minister, met die instemming van die Minister van Finansies, van mening is dat die Fonds in so 'n ongesonde finansiële stand is dat enige skema soos deur hierdie Statuut beoog word, ondoeltreffend, onprakties of onbevredigend sou wees, kan die Minister—

(a) by die hof om 'n bevel aansoek doen, waarin gelas word dat die bepalings van hierdie Statute in verband met die aanstelling, bevoegdhede, besoldiging (as daar is) en verwydering van amp van die persoon wat die besigheid van die Fonds bestuur, of in verband met sodanige ander aangeleentheid as wat hy as toepaslik mag beskou, gewysig word op 'n wyse soos deur hom in sodanige aansoek uiteengesit word, en/of waarin gelas word dat die besigheid van die Fonds ten volle of gedeeltelik gelikwider word; of

(b) die waarborg wat deur die werkgewer voorsien is, oproep om die Fonds in 'n finansiële gesonde stand te bring onderhewig aan sodanige voorwaardes as wat die Minister mag bepaal.

#### APPÈLLE

**20.** (1) Indien 'n persoon ontevrede is met enige besluit van die Bestuurder het sodanige persoon 'n reg van appèl na die Uitvoerende Komitee.

(2) Indien 'n persoon ontevrede is met 'n beslissing van die Uitvoerende Komitee [insluitende 'n appèlbeslissing ingevolge paragraaf (1)] beskik sodanige persoon oor 'n reg van appèl na die Raad.

(3) Die beslissing van die Raad oor enige sodanige appèl is finaal en bindend vir die partye.

#### LIDMAATSKAP

**21.** (1) Elke werknemer van 'n werkgewer, uitgesonder 'n werknemer genoem in paragraaf (3) (b), wat 'n mediese ondersoek ondergaan het wat uitgevoer is vir die doeleindes van indiensneming of van Gekonsolideerde Diensvoorwaarde 5, word, onderworpe aan paragrawe (5) en (6), 'n lid van die Fonds tensy sodanige persoon—

(a) jonger as 16 jaar is;

(b) ingevolge 'n kontrak vir 'n vasgestelde tydperk in diens geneem is, en so 'n kontrak nie vir lidmaatskap voorsiening maak nie; of

(c) in 'n los hoedanigheid in diens is.

(2) Werkneemsters word lede van die Fonds op dieselfde wyse as manlike werknemers en is by toelating tot lidmaatskap geregtig op die voordele voorgeskryf in hierdie Statute.

(3) (a) Die Besturende Direkteur kan, na goeddunke, persone wat uitsluitend in diens geneem is vir die beheer van een of ander fonds gekoppel aan die Maatskappy óf sy personeel of wat in die gesamentlike diens van die Maatskappy en so 'n fonds is, tot lidmaatskap van die fonds toelaat, en kan sodanige voorwaardes betreffende bydraes, voordele en ander aangeleenthede as wat toepaslik mag wees, neerlê.

(b) 'n Kontrakwerknemer met minstens 10 jaar ononderbroke diens en wat nie oor die ouderdom van 63 jaar is nie, kan na goeddunke van die Raad tot lidmaatskap van die Fonds toegelaat word sonder dat 'n mediese ondersoek ondergaan word.

(4) Die werkgewer stel die Sekretaris in kennis wanneer 'n werknemer ingevolge paragraaf (1) vir lidmaatskap van die Fonds in aanmerking kom en verskaf sodanige inligting aangaande die werknemer as wat nodig mag wees.

(5) If the medical examination referred to in paragraph (1) reveals that the employee suffers from any sickness or disability, the information referred to in paragraph (4) shall include a copy of the medical certificate and the Executive Committee shall decide whether such sickness or disability is sufficient to debar the employee from membership of the Fund or not. No employee may be admitted to membership who suffers from a sickness or disability which may render retirement necessary before the relevant prescribed age of retirement.

(6) If in the opinion of the Executive Committee the information contained in the medical certificate is insufficient to enable it to come to a decision, it may order the employee to undergo a further medical examination.

(7) (a) A member who is not a South African citizen and who is employed outside the borders of the Republic of South Africa may with the permission of the employer cancel membership before attaining the prescribed retiring age.

(b) A member who is employed by South African Airways in Namibia may with the permission of South African Airways cancel membership before attaining the prescribed retiring age within six months after the date upon which Namibia became an independent state.

(c) In the event of a cancellation of membership in terms of paragraph (a) or (b) the Fund shall pay the amount determined in terms of paragraph (d) to the employer who in turn shall pay the said amount to the member or utilise it as agreed with the member and thereafter such member shall have no further claim upon the Fund.

(d) The amount referred to in paragraph (c) shall be the amount determined by the actuary as the actuarial liability for past service in respect of the relevant member on the basis of the most recent actuarial valuation of the Fund available.

#### EVIDENCE OF AGE

22. (1) Satisfactory evidence of age shall be produced.

(2) Satisfactory evidence of age shall be—

(a) the original or an authenticated copy of the employee's birth certificate or an authenticated extract from the employee's identity document; or

(b) any life policy giving the date of birth and endorsed "age admitted".

(3) If an employee is unable to produce the evidence prescribed in paragraph (2), the Manager may accept in lieu thereof—

(a) an authenticated copy of a baptismal certificate; or

(b) such other evidence as the Manager may consider sufficient.

In cases of doubt the Manager may consult the Executive Committee.

(5) Indien die mediese ondersoek gemeld in paragraaf (1) aan die lig bring dat die werknemer aan enige siekte of ongeskiktheid ly, word 'n afskrif van die mediese sertifikaat in die inligting gemeld in paragraaf (4) ingesluit en besluit die Uitvoerende Komitee of sodanige siekte of ongeskiktheid ernstig genoeg is om 'n werknemer te belet om lid van die Fonds te word of nie. Geen werknemer mag as lid toegelaat word nie wat aan 'n siekte of ongeskiktheid ly wat tot gevolg mag hê dat uitdienstreding bewerkstellig moet word voordat die voorgeskrewe uitdienstreeouderdom bereik word.

(6) As die inligting op die mediese sertifikaat na die mening van die Uitvoerende Komitee nie voldoende is om 'n besluit te neem nie, kan dit gelas dat die werknemer aan 'n verder mediese ondersoek onderwerp word.

(7) (a) 'n Lid wat nie 'n Suid-Afrikaanse burger is nie en wat in diens is buite die grense van die Republiek van Suid-Afrika mag, met die toestemming van sy werkgever, lidmaatskap voor bereiking van die voorgeskrewe uitdienstreeouderdom kanselleer.

(b) 'n Lid in diens van die Suid-Afrikaanse Lugdiens in Namibië mag, met die toestemming van die Suid-Afrikaanse Lugdiens, lidmaatskap kanselleer voor bereiking van die voorgeskrewe uitdienstreeouderdom binne ses maande na die datum waarop Namibië 'n onafhanklike staat geword het.

(c) In geval van 'n kansellering van lidmaatskap volgens paragraaf (a) of (b) betaal die Fonds die bedrag bepaal in paragraaf (d) aan die werkgever wat op sy beurt die gemelde bedrag aan die lid betaal of dit aanwend soos ooreengekom met die lid waarna sodanige lid geen verder eis teen die Fonds het nie.

(d) Die bedrag gemeld in paragraaf (c) is die bedrag bepaal deur die aktuaris as die aktuariële aanspreeklikheid vir vorige diens betreffende die betrokke lid op die grondslag van die mees onlangse beskikbare aktuariële waardasie van die Fonds.

#### BEWYS VAN OUDERDOM

22. (1) Bevredigende bewys van ouderdom moet gelewer word.

(2) Bevredigende bewys van ouderdom is—

(a) die oorspronklike of 'n gewaarmerkte afskrif van die werknemer se geboortesertifikaat of 'n gewaarmerkte uittreksel uit die werknemer se identiteitsdokument; of

(b) enige lewenspolis wat die geboortedatum aangee en waarop die aantekening "ouderdom aangeneem" verskyn.

(3) Indien 'n werknemer nie die bewys bepaal in paragraaf (2) kan lewer nie, kan die Bestuurder in die plek daarvan—

(a) 'n gewaarmerkte afskrif van 'n doopseël; of

(b) sodanige ander bewys as wat die Bestuurder as voldoende beskou,

aanvaar.

Indien twyfel bestaan, kan die Bestuurder die Uitvoerende Komitee raadpleeg.

**PENSIONABLE SERVICE**

**23. (1) (a)** A member of the Fund who, immediately prior to the date of admission thereto, was employed in a temporary or a casual capacity, may elect, subject to the succeeding provisions of this rule, to contribute in respect of the period of continuous service prior to the said date, but no prior to the member's sixteenth birthday.

**(b)** The option provided for in subparagraph (a) may be exercised at any time while the member is in the employ of an employer after the date on which the Manager, by means of an option form, furnishes the member with details of the arrear contributions and interest that will become payable to the Fund should the member decide to contribute in respect of any such period of continuous service as is referred to in that subparagraph. An option exercised in terms of this subparagraph shall be irrevocable. Should any disagreement arise between the member and the Manager concerning the information furnished in terms of this subparagraph, the Manager shall submit full particulars of the case to the Secretary for the decision of the board, which shall be final and binding on the parties.

**(c)** A member who receives an option form from the Manager in terms of subparagraph (b) shall sign, date and return a receipt for such option form to the Manager.

**(d)** Whenever membership of the Fund is antedated in terms of subparagraph (a), the member shall be required to pay arrear contributions to the Fund on the following basis:

**(i)** For the period of continuous service prior to 1 April, 1986, at the rate of 4,5% of the pensionable emoluments drawn during the period to be covered;

**(ii)** for the period of continuous service from 1 April, 1986, up to and including 15 June 1987 at the rate of 5,5% of the pensionable emoluments drawn during the period to be covered;

**(iii)** for the period of continuous service from 16 June, 1987, at the rate of 7,5% of the pensionable emoluments drawn during the period to be covered; and

**(iv)** any appropriate additional special contributions as laid down in rule 26 (2) (a).

**(e)** In addition to the arrear contributions prescribed in subparagraphs (d) (i) to (d) (iv), the member shall pay interest as follows:

**(1)** Prior to 1 April 1971—at 4,5% per annum.

**(2)** From 1 April 1971 up to the end of the month in which the option is exercised—at the rate determined in terms of rule 30 as applicable at the date of the exercise of the option.

**(f)** Arrear contributions and interest may be paid in one amount, or in such monthly instalments as may be determined but in such a manner that a member's monthly payment for arrear contributions shall be at least 2% of the pensionable emoluments unless such 2% is less than the monthly interest on the debt, in which event the interest plus R1,00 shall be recovered.

**PENSIOENGEWENDE DIENS**

**23. (1) (a)** 'n Lid van die Fonds wat onmiddellik voor die datum van toelating in 'n tydelike of los hoedanigheid in diens was, mag onderworpe aan die hieropvolgende bepalings van hierdie statuut kies om daartoe by te dra ten opsigte van die tydperk van ononderbroke diens voor daardie datum maar nie tot voor die lid se sestiende verjaardag nie.

**(b)** Die keuse waarvoor in subparagraaf (a) voorsiening gemaak word, kan uitgeoefen word te eniger tyd onderwyl die lid in diens is van 'n werkgewer na die datum waarop die Bestuurder aan die lid by wyse van 'n keusevorm besonderhede verstrek van die agterstallige bydraes en rente wat aan die Fonds betaalbaar sal word indien die lid sou besluit om by te dra ten opsigte van enige sodanige tydperk van ononderbroke diens wat in daardie subparagraaf bedoel word. 'n Keuse wat ingevolge hierdie subparagraaf uitgeoefen word, is onherroeplik. Indien 'n geskil tussen die lid en die Bestuurder ontstaan in verband met die inligting wat ingevolge die bepalings van hierdie subparagraaf verstrek is, lê die Bestuurder volledige besonderhede van die geval aan die Sekretaris vir die beslissing van die Raad voor, welke beslissing finaal en bindend vir albei partye is.

**(c)** 'n Lid wat ingevolge subparagraaf (b) 'n keusevorm van die Bestuurder ontvang, onderteken en dateer 'n ontvangsbewys vir sodanige keuse en stuur dit aan die Bestuurder terug.

**(d)** Wanneer ook al lidmaatskap van die Fonds ingevolge subparagraaf (a) teruggedateer word, word daar van die lid vereis om agterstallige bydraes tot die Fonds op die volgende grondslag te betaal:

**(i)** Vir die tydperk van ononderbroke diens voor 1 April 1986, teen die koers van 4,5% van die pensioengewende emolumente ontvang gedurende die tydperk wat gedek moet word;

**(ii)** vir die tydperk van ononderbroke diens van 1 April 1986 tot en met 15 Junie 1987, teen die koers van 5,5% van die pensioengewende emolumente ontvang gedurende die tydperk wat gedek moet word;

**(iii)** vir die tydperk van ononderbroke diens van 16 Junie 1987, teen die koers van 7,5% van die pensioengewende emolumente ontvang gedurende die tydperk wat gedek moet word; en

**(iv)** enige toepaslike addisionele bydraes soos bepaal in statuut 26 (2) (a).

**(e)** Benewens die agterstallige bydraes voorgeskryf in subparagraaf (d) (i) tot (d) (iv), betaal die lid rente soos volg:

**(1)** Voor 1 April 1971—teen 4,5% per jaar.

**(2)** Vanaf 1 April 1971 tot die einde van die maand waarin die keuse uitgeoefen word—teen die koers bepaal ingevolge statuut 30 soos van toepassing op die datum van die uitoefening van die keuse.

**(f)** Agterstallige bydraes en rente kan in een bedrag betaal word of in sodanige maandelikse paaieimente as wat bepaal mag word, maar op so 'n wyse dat 'n lid se maandelikse betaling aan agterstallige bydraes nie minder is as 2% van die pensioengewende emolumente nie tensy sodanige 2% minder is as wat die rente maandeliks op die skuldlas beloop, in welke geval die rente plus R1,00 ingevorder word.

(g) (i) If a member referred to in subparagraph (a) dies or is retired for any of the reasons referred to in Consolidated Service Conditions 117 to 121, except where retirement is effected by reason of permanent ill-health or physical disability and a medical practitioner has certified that the permanent ill-health or physical disability was occasioned by the member's own default—

(aa) before the option form referred to in subparagraph (b) has been furnished, or

(bb) after such option form was furnished but before the option referred to in subparagraph (a) has been exercised,

the member shall be deemed to have elected to contribute in respect of such period of continuous service as is referred to in subparagraph (a), and any benefit payable to the member or to some other person in respect of the member's death shall be calculated as if the amount payable in terms of subparagraphs (d) and (e) had been paid in full at the time of the member's death or retirement, as the case may be, provided that the provisions of this subparagraph shall be given effect to only if it would be to the advantage of the member or such other person to do so.

(ii) If a member who has elected to contribute in respect of any such period of continuous service as is referred to in subparagraph (a), dies or retires for any of the reasons mentioned in subparagraph (i) before the amounts payable in terms of subparagraphs (d) and (e) have been paid in full, any benefit payable to the member or to some other person in respect of the member's death, shall be calculated as if such amounts had been paid in full at the time of the member's death or retirement, as the case may be.

(iii) If a member, who has elected to contribute in respect of any such period of continuous service as is referred to in subparagraph (a), leaves the service of an employer for any reason other than the reasons referred to in subparagraph (i), the antedated pensionable service shall be taken into account in the calculation of the pension benefit and any amount owing on account of arrear contributions and interest, if any, shall be recovered from such pension benefit.

(iv) Upon the death or retirement of a member to whom subparagraphs (i) or (ii) apply, any amount payable in terms of subparagraphs (d) and (e) which has not then been paid or paid in full, shall be recovered by deduction thereof from any benefit payable to the member or to some other person in respect of the member's death.

(v) If a member who has elected to contribute in respect of such period of continuous service as is referred to in subparagraph (a) ceases to be an employee in the circumstances mentioned in rule 32 (21) (b) before the amounts payable in terms of subparagraphs (d) and (e) have been paid in full, and a pension is granted under the said rule, there shall be taken into account, for the purpose of calculating the amount of such pension, only such portion of the said period of service as has actually been covered by contributions at the date upon which the member ceased to be an employee.

(2) (a) In the case of a member of the Fund who joined the South African Transport Services or its predecessor before 1 January 1990 at an age higher than 16 years and elected, prior to 1 January 1990, to antedate pensionable service back to such member's sixteenth

(g) (i) Indien 'n lid bedoel in subparagraaf (a) te sterwe kom of afgedank word om enigeen van die redes gemeld in Gekonsolideerde Diensvoorwaardes 117 tot 121, behalwe waar uitdienstreding plaasvind weens blywende slegte gesondheid of liggaamlike ongeskiktheid en 'n mediese praktisyn gesertifiseer het dat die blywende slegte gesondheid of liggaamlike ongeskiktheid deur die lid se eie toedoen veroorsaak is—

(aa) voordat die keusevorm bedoel in subparagraaf (b) verstrekk is, of

(bb) nadat sodanige keusevorm verstrekk is, maar voordat die keuse bedoel in subparagraaf (a) uitgeoefen is,

word daar beskou dat die lid gekies het om by te dra ten opsigte van die tydperk van ononderbroke diens gemeld in subparagraaf (a) en word enige voordeel wat aan die lid of aan iemand anders ten opsigte van die lid se dood betaalbaar is, bereken asof die bedrag wat ingevolge subparagraawe (d) en (e) ten tyde van die lid se dood of aftrede, na gelang van die geval, betaalbaar is, ten volle betaal was, met dien verstande dat daar aan die bepaling van hierdie subparagraaf uitvoering gegee word slegs indien die lid of sodanige ander persoon daardeur bevoordeel word.

(ii) Indien 'n lid, wat gekies het om by te dra ten opsigte van enige sodanige tydperk van ononderbroke diens gemeld in subparagraaf (a), te sterwe kom of aftree om enigeen van die redes genoem in subparagraaf (i) voordat die bedrae wat ingevolge subparagraawe (d) en (e) betaal moet word, ten volle betaal is, word enige voordeel wat aan die lid of aan iemand anders ten opsigte van die lid se dood betaalbaar is, bereken asof sodanige bedrae ten volle betaal was ten tyde van die lid se dood of aftrede, na gelang van die geval.

(iii) Indien 'n lid, wat gekies het om by te dra ten opsigte van enige sodanige tydperk van ononderbroke diens gemeld in subparagraaf (a), die diens van 'n werkgewer verlaat vir enige ander rede as die redes waarna in subparagraaf (i) verwys word, word die teruggedateerde pensioengewende diens by die berekening van die pensioenvoordeel in ag geneem en word enige bedrag wat verskuldig is op grond van agterstalige bydraes en rente, as daar is, van sodanige pensioenvoordeel gevorder.

(iv) By die dood of aftrede van 'n lid op wie subparagraawe (i) of (ii) van toepassing is, word enige bedrag betaalbaar ingevolge subparagraawe (d) en (e) wat nie dan betaal of ten volle betaal is nie, verhaal by wyse van aftrekking daarvan van enige voordeel wat aan die lid of iemand anders ten opsigte van die lid se dood betaalbaar is.

(v) Indien 'n lid wat gekies het om by te dra ten opsigte van sodanige tydperk van ononderbroke diens soos gemeld in subparagraaf (a) ophou om 'n werknemer te wees onder die omstandighede vermeld in statuut 32 (21) (b) voordat die bedrae betaalbaar ingevolge subparagraawe (d) en (e) ten volle betaal is, en 'n pensioen ingevolge die vermelde statuut toegestaan word, word daar vir die doel van berekening van die bedrag van sodanige pensioen, slegs daardie gedeelte van bedoelde tydperk van diens in ag geneem wat op die datum waarop die lid nie langer 'n werknemer is, werklik deur bydraes gedek is.

(2) (a) In die geval van 'n lid van die Fonds wat tot die Suid-Afrikaanse Vervoerdienste of sy voorganger toegetree het voor 1 Januarie 1990 op 'n ouderdom hoër as 16 jaar en voor 1 Januarie 1990 gekies het om

birthday, or for a period of five years or in multiples thereof to a date not earlier than the member's sixteenth birthday, and who retires for any of the reasons referred to in Consolidated Service Conditions 117 to 121 before the debt has been settled, the full period of the antedated service shall be taken into account in calculating the pension benefit and the balance of the debt shall be recovered from the pension benefit. This subparagraph shall however not be applicable where retirement is effected on ground of permanent ill-health or physical disability and a medical practitioner has certified that the retirement is due to the member's own default.

(b) If a member who has exercised the option referred to in this paragraph leaves the service of an employer for any reason other than the reasons referred to in subparagraph (a), the antedated pensionable service shall not be taken into account in the calculation of the pension benefit and only the member's own contributions together with the contributions made by the employer without interest shall be refunded to the member. This subparagraph shall also apply where retirement is effected on ground of permanent ill-health or physical disability and it is certified by a medical practitioner that the retirement is due to the member's own default.

(c) If a member who has exercised the option referred to in this paragraph is dismissed as the result of a disciplinary infringement, the antedated pensionable service shall not be taken into account in the calculation of the pension benefit and only the member's own contributions together with the contributions made by the employer without interest shall be refunded to the member.

(d) If a member who has exercised the option referred to in this paragraph dies before the debt due has been paid in full, the full period of antedated pensionable service shall be taken into account in calculating the pension benefit and the balance of the debt shall be recovered from the pension benefit payable.

(e) If a member exercised the option referred to in this paragraph to antedate pensionable service after attainment of the lower retiring age and the cash sum of the pension benefit has been paid in terms of rule 32 (7) (a), the debt in respect of the antedated service shall be recovered from the additional cash sum which flows from such an option. If the additional cash sum is not sufficient, the balance shall, when the option is exercised, be paid in cash.

#### CONTINUITY AND LINKING UP OF EMPLOYMENT FOR PENSION PURPOSES

24. (1) Any periods of employment of any employee—

(a) with an employer,

(b) with the South African Transport Services or the South African Railways and Harbours Administration,

(c) in any other service to the extent of any portion of such employment admitted for pension purposes, and

(d) in accordance with the provisions of rule 23, shall, if uninterrupted, be deemed to be one period of continuous employment for the purposes of these Rules.

pensioengewende diens tot sodanige lid se sestiende verjaardag terug te dateer of met 'n tydperk van vyf jaar of veelvoude daarvan tot 'n datum nie vroeër as die sestiende verjaardag nie, en wat uit diens tree om enigeen van die redes bedoel in Gekonsolideerde Diensvoorwaardes 117 tot 121 voordat die skuld las vereffen is, word die volle tydperk van die teruggedateerde diens by berekening van die pensioenvoordeel in ag geneem en word die balans van die skuld las van die pensioenvoordeel verhaal. Hierdie subparagraaf is egter nie van toepassing nie wanneer uitdienststreding geskied op grond van blywende slegte gesondheid of liggaamlike ongeskiktheid en 'n mediese praktisyn gesertifiseer het dat die uitdienststreding aan die lid se eie toedoen te wyte is.

(b) Indien 'n lid wat die keuse uitgeoefen het waarna in hierdie paragraaf verwys word die diens van 'n werkgewer verlaat om enige ander rede as die redes genoem in subparagraaf (a), word die teruggedateerde pensioengewende diens by die berekening van die pensioenvoordeel buite rekening gelaat, en word slegs die lid se eie bydraes saam met die bydraes wat deur die werkgewer gemaak is, sonder rente aan die lid terugbetaal. Hierdie subparagraaf is ook van toepassing wanneer uitdienststreding geskied op grond van blywende slegte gesondheid of liggaamlike ongeskiktheid en 'n mediese praktisyn gesertifiseer het dat die uitdienststreding aan die lid se eie toedoen te wyte is.

(c) Indien 'n lid wat die keuse uitgeoefen het waarna in hierdie paragraaf verwys word, ontslaan word as gevolg van 'n dissiplinêre oortreding, word die teruggedateerde pensioengewende diens nie by die berekening van die pensioenvoordeel in ag geneem nie en word slegs die lid se eie bydraes saam met die bydraes wat deur die werkgewer gemaak is, sonder rente aan die lid terugbetaal.

(d) Indien 'n lid wat die keuse uitgeoefen het waarna in hierdie paragraaf verwys word, te sterwe kom voordat die skuld las ten volle vereffen is, word die volle tydperk van teruggedateerde pensioengewende diens by berekening van die pensioenvoordeel in ag geneem en word die balans van die skuld las verhaal op die pensioenvoordeel wat betaalbaar is.

(e) Indien 'n lid die keuse gemeld in hierdie paragraaf uitgeoefen het om pensioengewende diens terug te dateer na bereiking van die laer aftreeouderdom en die kontantbedrag van die pensioenvoordeel ingevolge statuut 32 (7) (a) betaal is, word die skuld las ten opsigte van die teruggedateerde diens verhaal op die bykomende kontantbedrag wat uit so 'n keuse vloei. Indien die bykomende kontantbedrag nie genoeg is nie, word die balans by die uitoefening van die keuse in kontant betaal.

#### ONONDERBROKE DIENS EN AANEENSKAKELING VAN DIENS VIR PENSIOEN-DOELEINDES

24. (1) Enige dienstydsperke van enige werknemer—

(a) by 'n werkgewer;

(b) by die Suid-Afrikaanse Vervoerdienste of die Administrasie van die Suid-Afrikaanse Spoorweë en Hawens;

(c) in enige ander diens vir sover 'n gedeelte van sodanige diens vir pensioendoeleindes toegelaat is; en

(d) ingevolge die bepaling van statuut 23, word, mits dit nie onderbreek is nie, vir die doeleindes van hierdie Statute as een ononderbroke dienstydsperk beskou.

(2) (a) A member of the Fund who had previous pensionable service may link up a previous period of pensionable service in respect of which an annuity is not payable, with current pensionable service, provided that—

(i) documentary evidence of the previous period of service and salary scales is provided by the member;

(ii) the period of the break does not exceed 5 years; and

(iii) the member's own contributions in respect of the previous service, as calculated by the Manager, plus any interest that might have been payable, shall be paid back into the Fund by the member as well as compound interest calculated on the total of both amounts based on the average return of the Fund's investments, held by the portfolio managers referred to in rule 11 (2), calculated by the actuary.

(b) If a member should decide to link up service—

(i) no moneys shall be payable to the Fund if no benefit was paid;

provided however that the member may upon re-employment again exercise the option to contribute to the Fund in respect of the period referred to in rule 23 (1);

(ii) the break in service shall be regarded as non-pensionable service and shall not be taken into account when calculating the pension benefit upon termination of employment.

(3) Should a member who wishes to link up service in terms of paragraph (2) have previously exercised the election referred to in rule 23 (2), such election shall be cancelled and the amount already paid in terms thereof shall be used to settle, fully or partly, the liability referred to in paragraph (2) (a) (iii). Interest shall be forfeited.

(4) If a member who has exercised the option referred to in paragraph (2) retires before the liability has been settled, the balance shall be recovered from the cash sum which constitutes part of the pension benefits.

(5) In the case of a member, who has exercised the option referred to in paragraph (2), whose services with an employer are terminated under circumstances such that an annuity does not become payable, the pensionable service shall be calculated only for the last period of actual service. The amount the member had paid, together with the interest thereon, at the date of termination shall be refunded.

(6) If a member who has exercised the option referred to in paragraph (2) dies before the debt due has been paid in full, the full period of previous service shall be taken into account in calculating the pension benefit and the balance of the debt shall be recovered from the pension benefit payable.

(7) The debt referred to in paragraph (2) (a) (iii) may be paid in one amount or recovered in monthly instalments from the member's salary in such manner that the payment shall be at least 2% of the pensionable emoluments. Should the payment be less than the monthly interest on the debt, the interest plus R1,00 shall be recovered.

(2) (a) 'n Lid van die Fonds wat vorige pensioengewende diens gehad het, kan 'n vorige tydperk van pensioengewende diens ten opsigte waarvan 'n jaargeld nie betaalbaar is nie, met lopende pensioengewende diens aaneenskakel met dien verstande dat—

(i) dokumentêre bewys van die vorige dienstydperk en salarisskale deur die lid gelever word;

(ii) die tydperk van onderbreking nie 5 jaar oorskry nie; en

(iii) die lid se eie bydraes ten opsigte van die vorige diens, soos bereken deur die Bestuurder, plus enige rente wat betaal is, deur die lid aan die Fonds terugbetaal word asook saamgestelde rente bereken op die totaal van beide bedrae gegrond op die gemiddelde opbrengs van die Fonds se beleggings gehou deur die portefeuljbestuurders genoem in statuut 11 (2), en deur die aktuaris bereken.

(b) Indien 'n lid sou besluit om diens aaneen te skakel, word—

(i) geen gelde aan die Fonds betaalbaar indien geen voordeel betaal is nie;

met dien verstande, dat die lid by weerindiensneming weer eens 'n keuse kan uitoefen om tot die Fonds ten opsigte van die tydperk gemeld in statuut 23 (1) by te dra.

(ii) die onderbreking in diens as nie-pensioengewende diens beskou en word dit nie by berekening van die pensioenvoordeel by diensbeëindiging in ag geneem nie.

(3) Indien 'n lid wat begerig is om diens ingevolge paragraaf (2) aaneen te skakel voorheen die keuse gemeld in statuut 23 (2) uitgeoefen het, word sodanige keuse gekanselleer en word die bedrag wat alreeds ingevolge daarvan betaal is, aangewend om die aanspreeklikheid gemeld in paragraaf (2) (a) (iii) ten volle of gedeeltelik af te los. Rente word verbeur.

(4) Indien 'n lid wat die keuse gemeld in paragraaf (2) uitgeoefen het, aftree voordat die aanspreeklikheid ten volle afgelos is, word die balans ingevorder van die kontantbedrag wat deel van die pensioenvoordele uitmaak.

(5) In die geval van 'n lid wat die keuse gemeld in paragraaf (2) uitgeoefen het, wie se dienste met 'n werkgewer beëindig is onder sodanige omstandighede dat 'n jaargeld nie betaalbaar is nie, word die pensioengewende diens slegs vir die laaste tydperk van werklike diens bereken. Die bedrag wat die lid by diensbeëindiging betaal het, saam met die rente daarop, word terugbetaal.

(6) Indien 'n lid wat die keuse gemeld in paragraaf (2) uitgeoefen het, te sterwe kom voordat die skuldvas verskuldig ten volle betaal is, word die volle tydperk van vorige diens in ag geneem by berekening van die pensioenvoordeel en word die balans van die skuldvas van die pensioenvoordeel wat betaalbaar is, ingevorder.

(7) Die skuldvas gemeld in paragraaf (2) (a) (iii) kan in een bedrag betaal word of in maandelikse paaie-mente van die lid se salaris ingevorder word op so 'n wyse dat die betaling ten minste 2% van die pensioengewende emolumente uitmaak. Indien die betaling minder is as die maandelikse rente op die skuldvas, word die rente plus R1,00 ingevorder.

### PENSIONABLE EMOLUMENTS ON WHICH CONTRIBUTIONS SHALL BE MADE

25. (1) The pensionable emoluments on which contributions to the Fund shall be paid shall be salary, service bonus and, in the case of South African Airways personnel to whom secondary salary is payable, such secondary salary and additional secondary salary.

(2) The following shall not constitute pensionable emoluments or be taken into account in determining the pension benefit payable to a member:

(a) Payments for Sunday time and overtime.

(b) Allowances of any kind, unless the Board decides otherwise.

(c) Fees, honoraria and bonuses of any kind, other than the service bonus referred to in paragraph (1).

(3) Except where provided to the contrary an employee shall contribute monthly to the Fund. At the appropriate rate of contributions as determined in rule 26, provided that, contributions on the service bonus be recovered in the month during which month such bonus is payable.

(b) The contributions of a member who leaves the service of an employer for any reason during the course of a month shall be on a pro rata basis.

(4) If the ordinary hours of duty of any section of the personnel of an employer are temporarily reduced as a measure of economy, a member, whose hours are so reduced, shall continue to contribute to the Fund on the pensionable emoluments on which contributions immediately prior to the reduction were based and, for the purpose of the Fund but for no other purpose, such emoluments shall be regarded as the applicable pensionable emoluments.

(5) If the pensionable emoluments of a member are reduced, except as provided for in paragraph (4), the member shall, in the absence of an election to contribute on the reduced emoluments, continue to contribute to the Fund on the pensionable emoluments on which contributions immediately prior to the reduction were based and, for the purpose of the Fund but for no other purpose, such emoluments shall be regarded as the applicable pensionable emoluments.

### RATES OF CONTRIBUTIONS

26. (1) Every member shall contribute to the Fund at the rate of 7,5% of pensionable emoluments.

(2) (a) (i) A member employed by South African Airways to whom the provisions of Consolidated Service Condition 121 (1) (c) or (d) apply, shall, in addition to the contributions prescribed in paragraph (1), make further contributions (hereinafter referred to as "special contributions") to the Fund at the rate of 3,5% of pensionable emoluments, provided that in the case of such a member who remains in the employ of South African Airways after attaining the age of 53 years, the special contributions shall be made on the following percentage rates:

From 53rd birthday to day prior to 54th birthday: 3,3%.

From 54th birthday to day prior to 55th birthday: 3,1%.

From 55th birthday to day prior to 56th birthday: 2,9%.

### PENSIOENGEWENDE EMOLUMENTE WAAROP BYDRAES BEREKEN WORD

25. (1) Die pensioengewende emolumente waarop bydraes tot die Fonds bereken word, is salaris, diensbonus en, in die geval van personeel van die Suid-Afrikaanse Lugdiens aan wie sekondêre salaris betaalbaar is, sodanige sekondêre salaris en addisionele sekondêre salaris.

(2) Die onderstaande maak nie pensioengewende emolumente uit nie en word nie by bepaling van die pensioenvoordeel wat aan 'n lid betaalbaar is, in aanmerking geneem nie:

(a) Betaling vir Sondagtyd en oortyd.

(b) Toelaes van watter aard ook al, tensy die Raad anders besluit.

(c) Gelde, honoraria en bonusse van watter aard ook al, behalwe die diensbonus gemeld in paragraaf (1).

(3) (a) Behalwe waar anders bepaal, dra 'n lid maandeliks tot die Fonds by teen die toepaslike bydrae koers soos bepaal in statuut 26, met dien verstande dat, bydraes op die diensbonus gevorder word in die maand waarin sodanige bonus betaalbaar is.

(b) Die bydraes van 'n lid wat die diens van 'n werkgewer om watter rede ook al gedurende die loop van 'n maand verlaat, geskied op 'n pro-ratagrondslag.

(4) Indien die gewone diensure van 'n gedeelte van die personeel weens ekonomiese maatreëls tydelik verminder word, gaan 'n lid wie se diensure aldus verkort word, voort om tot die Fonds by te dra teen die pensioengewende emolumente waarop bydraes onmiddellik voor die vermindering gebaseer is en word die emolumente waarop bydraes gebaseer is, vir die doel van die Fonds maar vir geen ander doel nie, as die toepaslike pensioengewende emolumente beskou.

(5) Indien die pensioengewende emolumente van 'n lid verminder word, behalwe soos in paragraaf (4) bepaal, en by ontstentenis van 'n keuse om teen die verminderde emolumente by te dra, gaan die lid voort om tot die Fonds teen die pensioengewende emolumente by te dra waarop bydraes onmiddellik voor die vermindering gebaseer is en word die emolumente waarop die bydraes gebaseer is, vir die doel van die Fonds maar vir geen ander doel nie, as die toepaslike pensioengewende emolumente beskou.

### SKALE VAN BYDRAES

26. (1) Elke lid dra tot die Fonds by teen die koers van 7,5% van pensioengewende emolumente.

(2) (a) (i) 'n Lid wat by die Suid-Afrikaanse Lugdiens werksaam is en op wie die bepalings van Gekonsolideerde Diensvoorwaarde 121 (1) (c) of (d) van toepassing is, betaal bo en behalwe die bydraes voorgeskryf in paragraaf (1), verdere bydraes (hierna "spesiale bydraes" genoem) tot die Fonds teen die koers van 3,5% van pensioengewende emolumente, met dien verstande dat, in die geval van 'n lid wat in die diens van die Suid-Afrikaanse Lugdiens aanbly nadat hy die ouderdom van 53 jaar bereik het, word die spesiale bydraes teen die volgende persentasiekoerse betaal:

Van 53ste verjaardag tot dag voor 54ste verjaardag: 3,3%.

Van 54ste verjaardag tot dag voor 55ste verjaardag: 3,1%.

Van 55ste verjaardag tot dag voor 56ste verjaardag: 2,9%.

From 56th birthday to day prior to 57th birthday: 2,7%.

From 57th birthday to day immediately prior to retirement: 2,5%.

(ii) A member, who is transferred from another position in the service of an employer to a position in South African Airways to which position the provisions of Consolidated Service Condition 121 (1) (c) or (d) apply, shall pay to the Fund, over and above the contributions prescribed in paragraph (1), special contributions at the rate of 4,75% of pensionable emoluments in respect of the period of continuous pensionable employment up to and including 31 March 1960, at the rate of 3,5% of pensionable emoluments from 1 April 1960 up to the day prior to his 53rd birthday and thereafter on the percentage rates referred to in the proviso to subparagraph (i) but not from an earlier date than 1 June 1975.

(iii) A member employed by South African Airways before 10 May 1972 and to whom Consolidated Service Condition 121 (1) (d) applies, shall, in addition to the contributions prescribed in paragraph (1), make special contributions to the Fund at the rates prescribed in subparagraph (ii).

(iv) Every member who holds a position mentioned in Consolidated Service Condition 121 (1) (b) or a member to whom the proviso to Consolidated Service Condition 121 (1) (e) applies, shall, in addition to the contributions prescribed in subparagraph (1), make special contributions to the Fund at the rate of 1% of pensionable emoluments with effect from the date of appointment to any such position.

(b) A member shall pay interest in respect of any outstanding special contributions due in terms of this rule as follows:

(i) Prior to 1 April 1976—at 4,5% per annum.

(ii) From 1 April 1976 up to the end of the month in which the transfer is effected—at the rate determined in terms of rule 30 and as applicable at the date of transfer.

(iii) From the first day of the month following the date of transfer up to the end of the month of final settlement—at the current rate as periodically determined in terms of rule 30.

(c) If a member by whom the special contributions prescribed in subparagraph (a) are payable, is transferred (otherwise than in consequence of a disciplinary punishment of reduction in rank for a specified period) to a post in respect of which special contributions are not payable, the amount of the special contributions paid shall be refunded without interest.

(d) When a refund in terms of subparagraph (c) is made to a member, the Fund shall retain the contributions to the Fund made by the employer.

(e) A member to whom subparagraph (a) applies, who has been transferred under the circumstances mentioned in subparagraph (c), and who is subsequently reappointed to a post in respect of which the special contributions are payable, shall repay to the Fund, in such manner as the Manager may determine, the amount that was paid in terms of subparagraph (c) and,

Van 56ste verjaardag tot dag voor 57ste verjaardag: 2,7%.

Van 57ste verjaardag tot dag onmiddellik voor uitdienstreding: 2,5%.

(ii) 'n Lid wat oorgeplaas word uit 'n ander betrekking in die diens van 'n werkgewer na 'n betrekking in die Suid-Afrikaanse Lugdiens waarop die bepalings van Gekonsolideerde Diensvoorwaarde 121 (1) (c) of (d) van toepassing is, betaal bo en behalwe die bydraes voorgeskryf in paragraaf (1), spesiale bydraes aan die Fonds teen die koers van 4,75% van pensioengewende emolumente ten opsigte van die tydperk van ononderbroke pensioengewende diens tot en met 31 Maart 1960, teen die koers van 3,5% van pensioengewende emolumente vanaf 1 April 1960 tot die dag voor sy 53ste verjaardag en daarna teen die persentasiekoers gemeld in die voorbehoudsbepaling by subparagraph (i) maar nie van 'n vroeër datum as 1 Junie 1975 nie.

(iii) 'n Lid wat voor 10 Mei 1972 in die Suid-Afrikaanse Lugdiens werksaam was en op wie die bepalings van Gekonsolideerde Diensvoorwaarde 121 (1) (d) van toepassing is, betaal bo en behalwe die bydraes voorgeskryf in paragraaf (1), spesiale bydraes aan die Fonds teen die koerse soos voorgeskryf in subparagraph (ii).

(iv) Elke lid wat 'n betrekking beklee gemeld in Gekonsolideerde Diensvoorwaarde 121 (1) (b) of 'n lid op wie die voorbehoudsbepaling by Gekonsolideerde Diensvoorwaarde 121 (1) (e) van toepassing is, betaal bo en behalwe die bydraes voorgeskryf in subparagraph (1), spesiale bydraes tot die Fonds teen die koers van 1% van pensioengewende emolumente met ingang van die datum van aanstelling in enige sodanige betrekking.

(b) 'n Lid betaal rente soos volg ten opsigte van enige uitstaande spesiale bydraes ingevolge hierdie statuut verskuldig:

(i) Voor 1 April 1976—teen 4,5% per jaar.

(ii) Van 1 April 1976 af tot aan die end van die maand waarin die oorplasing geskied—teen die koers bepaal ingevolge statuut 30 en soos van toepassing op die datum van oorplasing.

(iii) Van die eerste dag van die maand wat volg op die datum van oorplasing tot aan die end van die maand van finale vereffening—teen die heersende koers soos ingevolge statuut 30 periodiek bepaal.

(c) Indien 'n lid deur wie spesiale bydraes voorgeskryf in subparagraph (a) betaalbaar is, oorgeplaas word (behalwe as gevolg van 'n dissiplinêre straf van verlaging in rang vir 'n bepaalde tydperk) na 'n betrekking ten opsigte waarvan spesiale bydraes nie betaalbaar is nie, word 'n bedrag gelykstaande met die spesiale bydraes wat betaal is, sonder rente terugbetaal.

(d) Wanneer 'n terugbetaling ooreenkomstig subparagraph (c) aan 'n lid gedoen word, behou die Fonds die bydraes wat deur die werkgewer aan die Fonds betaal is.

(e) 'n Lid op wie subparagraph (a) van toepassing is, wat oorgeplaas is in die omstandighede gemeld in subparagraph (c) en wat, daarna heraangestel word in 'n betrekking ten opsigte waarvan bedoelde spesiale bydraes betaalbaar is, betaal die bedrag wat ooreenkomstig subparagraph (c) betaal is, aan die Fonds terug op so 'n wyse as wat bepaal word deur die Bestuurder en, indien sodanige bedrag ten tyde van so 'n lid se aftrede of dood nog nie ten volle afbetaal is nie, kan die

if at the time of such member's retirement or death such amount has not been paid in full, the balance may, in the absence of agreement as to some other method of payment, be recovered from any moneys due to the member by the employer or by deduction from any benefit payable to such member or to some other person in respect of such member's death.

(3) The provisions of this rule shall not affect the provision relating to the payment of arrear contributions and interest contained elsewhere in these Rules.

#### ps10WHEN CONTRIBUTIONS COMMENCE

##### 27. Contributions to the Fund shall commence—

(a) in the case of an employee who was a member of the New Fund or the Pension Fund prior to the commencement of the Act, from the date which has been or may be determined as the commencing date of membership in terms of any act or regulation then applicable; or

(b) in the case of an employee who becomes a member on or after the date of commencement of the Act, as from the date from which such employee qualifies for membership of the Fund in terms of rule 21.

#### COLLECTION OF CURRENT CONTRIBUTIONS AND ARREAR CONTRIBUTIONS WITH INTEREST FROM A MEMBER

28. (1) Current contributions due to the Fund by a member shall, except where otherwise provided in this rule, be collected by means of salary deductions through the medium of the member's pay voucher.

(2) Arrear contributions and interest due to the Fund by a member shall also be collected by means of salary deductions through the medium of the member's pay voucher and shall be so collected at the rate of at least 2% of pensionable emoluments unless 2% of pensionable emoluments is less than the monthly interest on the debt in which event the interest plus R1,00 shall be recovered provided that, by arrangement with the Manager, a member may elect—

(a) to increase, beyond 2% of pensionable emoluments, the rate at which arrear contributions and interest shall be so collected, and/or

(b) to make cash payments periodically in reduction of arrear contributions and interest in addition to the amounts that are deducted in respect thereof from pay vouchers in terms of this rule.

#### COLLECTION OF CURRENT AND ARREAR CONTRIBUTIONS AND INTEREST THEREON OUTSTANDING WHEN A MEMBER LEAVES THE SERVICE OF AN EMPLOYER OR DIES

29. (1) When a member leaves the service of an employer for any reason or dies and there is owing by such member to the Fund any amount on account of—

(a) contributions in respect of a period of service immediately preceding the date on which the member leaves the service of an employer or dies, which are in terms of paragraph (2) required to be assessed but not actually recovered from the salary payable for that period, or

(b) contributions erroneously not collected in respect of any period earlier than that referred to in subparagraph (a), or

balans, by gebrek aan 'n ooreenkoms oor 'n ander metode van betaling, verhaal word op enige gelde wat deur die werkgewer aan die lid verskuldig is of deur dit af te trek van enige voordeel wat aan sodanige lid of iemand anders ten opsigte van sodanige lid se dood betaalbaar is.

(3) Die bepalings van hierdie statuut raak nie die bepalings betreffende die betaling van agterstallige bydraes en rente elders vervat in hierdie Statute nie.

#### WANNEER BYDRAES 'N AANVANG NEEM

##### 27. Bydraes tot die Fonds neem 'n aanvang—

(a) in die geval van 'n werknemer wat voor die inwerkingtreding van die Wet 'n lid van die Nuwe Fonds of die Pensioenfonds was, vanaf die datum wat as die aanvangsdatum van lidmaatskap vasgestel is of word ingevolge enige wet of regulasie wat dan van toepassing was; of

(b) in die geval van 'n werknemer wat op of na die datum van inwerkingtreding van die Wet 'n lid word, vanaf die datum waarop sodanige werknemer ingevolge statuut 21 vir lidmaatskap van die Fonds kwalifiseer.

#### INVORDER VAN LOPENDE BYDRAES EN AGTERSTALLIGE BYDRAES MET RENTE VAN 'N LID

28. (1) Tensy anders in hierdie statuut bepaal, word lopende bydraes wat deur 'n lid aan die Fonds verskuldig is, by wyse van salarisafrekkings deur middel van die lid se betaalbewys ingevorder.

(2) Agterstallige bydraes en rente wat deur 'n lid aan die Fonds verskuldig is, word ook by wyse van salarisafrekkings deur middel van die lid se betaalbewys ingevorder, en wel teen die koers van ten minste 2% van pensioengewende emolumente tensy 2% van pensioengewende emolumente minder is as die maandelikse rente op die skuldslas in welke geval die rente plus R1,00 ingevorder word, met dien verstande dat 'n lid, wat die nodige reëlings met die Bestuurder getref het, kan kies om—

(a) die koers waarteen agterstallige bydraes en rente ingevorder word, te verhoog tot meer as 2% van pensioengewende emolumente, en/of

(b) periodiek kontantbedrae op agterstallige bydraes en rente af te betaal bo en behalwe die bedrae wat van die betaalbewys daarvoor ingevolge hierdie statuut afgetrek word.

#### INVORDER VAN LOPENDE EN AGTERSTALLIGE BYDRAES EN DIE RENTE DAAROP WAT UITSTAANDE IS WANNEER 'N LID DIE DIENS VAN 'N WERKGEWER VERLAAT OF STERF

29. (1) Wanneer 'n lid die diens van 'n werkgewer om watter rede ook al verlaat of te sterwe kom en 'n bedrag deur sodanige lid aan die Fonds verskuldig is met betrekking tot—

(a) bydraes ten opsigte van 'n dienstydkom onmiddellik voorafgaande die datum waarop die lid die diens van 'n werkgewer verlaat of te sterwe kom, wat ingevolge paragraaf (2) vereis beraam te word maar nie werklik van die salaris wat vir daardie tydperk betaalbaar is, verhaal word nie, of

(b) bydraes wat per abuis nie ingevorder is nie ten opsigte van enige vroeër tydperk as dié gemeld in subparagraaf (a), of

(c) unpaid contributions and interest (if any) for the payment of which the member had incurred liability in terms of rule 31 (2), or

(d) contributions and interest (if any) for the payment of which the member had incurred liability by reason of the member's having at some time in the past been mistakenly but *bona fide* dealt with under any provision of any act, regulation, service condition or rule applicable, as if the member had left the service of an employer,

there shall nonetheless be calculated with reference to the whole period of employment which can be taken into account for pension purposes, any pension benefit payable to such former member or such member's estate or to some other person in respect of such member's death, and any amount so owing to the Fund shall be recovered, in the manner prescribed in the succeeding paragraphs, from such pension benefit.

(2) The period of service, referred to in paragraph (1) (a) in respect of which current contributions shall be assessed but not actually recovered from a member's salary, shall be—

(a) that which a member of the Fund, who is leaving the service of an employer on grounds other than retirement with a pension benefit, or who dies, completes after the close of the period covered by the amount of salary included on the last pay voucher compiled by the employer concerned prior to the receipt of the advice in the accounting section concerned containing the information that the member is leaving the such service or has died, or

(b) that which a member of the Fund, who is retiring with a pension benefit, will, according to the information shown on the advice referred to in subparagraph (a), complete during the paymonth in which retirement takes place.

(3) The collection of any current contributions in arrear and any arrear contributions in instalments from the salary of a member referred to in paragraph (1) shall be discontinued for the period in respect of which normal current contributions are assessed in terms of the said paragraph.

(4) The advice referred to in paragraph (2) (a) shall be submitted to the Manager as soon as it is practicable to insert thereon particulars in respect of a member referred to in paragraph (2) (a) or (2) (b) of—

- (a) (i) normal current contributions;
- (ii) the instalment in respect of current contributions in arrear (if any); and
- (iii) the instalment in respect of arrear contributions (if any);

deducted from the member's salary on the last pay voucher compiled prior to the receipt of the advice in the accounting section,

- (b) (i) normal current contributions;
- (ii) instalments in respect of current contributions in arrear (if any); and
- (iii) instalments in respect of arrear contributions (if any),

that still require to be deducted for the further period ending at the close of the paymonth immediately preceding that in which the member will retire; and

(c) onbetaalde bydraes en rente (indien enige) waarvoor die lid aanspreeklik geword het om ingevolge statuut 31 (2) te betaal, of

(d) bydraes en rente (indien enige) waarvoor die lid aanspreeklik geword het om te betaal deurdat daar op een of ander tyd in die verlede verkeerdlik maar te goedertrou met die lid gehandel is, kragtens een of ander bepaling van enige toepasslike wet, regulasie, diensvoorwaarde of statuut, asof die lid die diens van die werkgewer verlaat het,

word 'n pensioenvoordeel wat aan so 'n voormalige lid of lid se boedel of aan iemand anders ten opsigte van die dood betaalbaar is nietemin bereken met inagneming van die hele tydperk van diens wat vir pensioendoeleindes in aanmerking geneem kan word, en word 'n bedrag wat aldus aan die fonds verskuldig is, van so 'n pensioenvoordeel verhaal op die wyse voorgeskryf in die hieropvolgende paragrawe.

(2) Die dienstyperk gemeld in paragraaf (1) (a) waarvoor lopende bydraes bepaal moet word maar nie werklik van 'n lid se salaris afgetrek word nie, is—

(a) die tydperk wat 'n lid van die Fonds wat die diens van 'n werkgewer verlaat om ander redes as uitdienstreding met 'n pensioenvoordeel of wat sterf, voltooi het na die tydperk wat gedek is deur die salaris op die laaste betaalbewys wat deur die betrokke werkgewer opgestel is voor die ontvangs van die berig in die betrokke rekenpligtige afdeling waarin die inligting bevat word dat die lid sodanige diens verlaat of gesterf het, of

(b) die tydperk wat 'n lid van die Fonds wat met 'n pensioenvoordeel aftree, volgens die inligting op die berig genoem in subparagraaf (a), sal voltooi gedurende die betaalmaand waarin aftrede plaasvind.

(3) Die invorder van enige lopende bydraes wat agterstallig is en enige agterstallige bydraes in paaieimente van die salaris van 'n lid genoem in paragraaf (1), word gestaak vir die tydperk waarvoor gewone lopende bydraes ingevolge die gemelde paragraaf bepaal word.

(4) Die berig gemeld in paragraaf (2) (a) word aan die Bestuurder voorgelê sodra dit moontlik is om besonderhede ten opsigte van 'n lid genoem in paragraaf (2) (a) of (2) (b) daarop in te vul aangaande—

- (a) (i) die gewone lopende bydraes;
- (ii) die paaieiment ter vereffening van lopende bydraes wat agterstallig is (as daar is); en
- (iii) die paaieiment ter vereffening van agterstallige bydraes (as daar is),

wat van die lid se salaris afgetrek is op die laaste betaalbewys wat opgestel is voordat die berig in die rekenpligtige afdeling ontvang is,

- (b) (i) gewone lopende bydraes;
- (ii) paaieimente ter vereffening van lopende bydraes wat agterstallig is (as daar is); en
- (iii) paaieimente ter vereffening van agterstallige bydraes (as daar is),

wat nog afgetrek moet word vir die verdere tydperk wat eindig aan die end van die betaalmaand onmiddellik voor dié waarin die lid sal aftree; en

(c) (i) normal current contributions that will be assessed for the final prescribed period of service in terms of paragraph (2) (a) or (2) (b); and

(ii) other current and/or arrear contributions (if any) that may be outstanding on the member's last day in the employ of an employer.

(5) When all the particulars required for the completion of the advice referred to in paragraph (2) (a) are not available at the date it is due to be submitted to the accounting section concerned or to the Manager, as the case may be, it shall be forwarded without further delay, and the particulars, unavoidably omitted, shall be transmitted as soon as possible thereafter to the Manager who will determine the amount of contributions, and the interest thereon, if any, that require, in terms of paragraph (6), to be deducted from benefits payable.

(6) The Manager shall then proceed, with due regard to the provisions of paragraph (1) to calculate the pension benefit payable to an ex-member, or pensioner, or any other beneficiary or the estate of a deceased member, as the case may be, and shall deduct from such pension benefit the amount of the assessed current contributions referred to in paragraph (4) (c), together with any amount in respect of current and/or arrear contributions and interest thereon referred to in paragraph (1) (b) to (d), that may be outstanding at the date the member leaves the service of an employer or dies, provided that, if the member retires with a cash sum and a pension, the amount due shall be recovered—

(a) as a first charge as far as possible from the cash sum that may be paid to such person or estate, or

(b) as a first charge in one amount, or in monthly instalments as may be determined by the Manager, from the pension if the cash sum is less than the amount owed to the Fund, provided that, if the pensioner, from whose pension the outstanding contributions and interest (if any) are being recovered in monthly instalments, dies before the total amount due to the Fund is paid, the amount outstanding shall be recovered from the pension benefit payable in respect of such pensioner's death.

#### DETERMINATION OF AVERAGE RATE OF INTEREST ON INVESTMENTS

**30.** The average rate of interest earned on the investments of the Fund, shall be determined annually on the total investments of the Fund as on 31 March of each year. Such rate of interest shall have effect as from the first day of the month following the date on which the rate of interest becomes known. For calculation purposes the monthly rate shall be equivalent to one-twelfth of the annual rate.

#### CONTRIBUTIONS BY MEMBERS ON LEAVE OR UNDER SUSPENSION

**31.** (1) A member shall continue to contribute to the Fund while on leave, off sick or under suspension, with full or partial pay, but such contributions shall be calculated on the full pensionable emoluments.

(c) (i) gewone lopende bydraes wat ingevolge die bepalings van paragraaf (2) (a) of (2) (b) vir die finale voorgeskrewe dienstydperk bereken sal word, en

(ii) ander lopende en/of agterstallige bydraes (as daar is) wat uitstaande mag wees op die laaste dag wat die lid in diens van 'n werkgewer is.

(5) As al die besonderhede wat nodig is vir die invul van die berig genoem in paragraaf (2) (a), nie beskikbaar is op die datum waarop dit aan die betrokke rekenpligtige afdeling of aan die Bestuurder, na gelang van die geval, gestuur moet word nie, word dit sonder verdere vertraging aangestuur en word die besonderhede wat onvermydelik nie ingevul kon word nie, so gou moontlik daarna aan die Bestuurder deurgestuur, wat sal bepaal watter bedrag aan bydraes en rente daarop (as daar is) ingevolge die bepalings van paragraaf (6) afgetrek moet word van die pensioenvoordele wat betaalbaar is.

(6) Die pensioenvoordeel wat betaalbaar is aan 'n gewese lid, 'n pensioentrekker, of 'n ander voordeeltrekker of die boedel van 'n oorlede lid, na gelang van die geval, word dan, met behoorlike inagneming van die bepalings van paragraaf (1), deur die Bestuurder bereken en hy trek die bedrag van die berekende lopende bydraes genoem in paragraaf (4) (c) van sodanige pensioenvoordeel af, asook enige lopende en/of agterstallige bydraes en die rente daarop gemeld in paragraaf (1) (b) tot (d), wat uitstaande mag wees op die datum waarop die lid die diens van 'n werkgewer verlaat of te sterwe kom, met dien verstande dat indien die lid met 'n kontantbedrag en pensioen aftree, die verskuldigde bedrag ingevorder word—

(a) as 'n eerste invordering sover moontlik van die kontantbedrag wat aan sodanige persoon of boedel betaal mag word, of

(b) as 'n eerste invordering in een bedrag, of in maandelikse paaieimente soos deur die Bestuurder bepaal mag word, van die pensioen as die kontantbedrag minder is as die bedrag aan die Fonds verskuldig, met dien verstande dat as die pensioentrekker van wie se pensioen die uitstaande bydraes en rente (as daar is) in maandelikse paaieimente afgetrek word, te sterwe kom voordat die totale bedrag betaal is wat aan die Fonds verskuldig is, die uitstaande bedrag van die pensioenvoordeel wat ten opsigte van die pensioentrekker se dood betaalbaar is, ingevorder word.

#### BEPALING VAN GEMIDDELDE RENTEKOERS OP BELEGGINGS

**30.** Die gemiddelde rentekoers wat op beleggings van die Fonds verdien word, word jaarliks op die totale beleggings van die Fonds soos op 31 Maart van elke jaar bepaal. Bedoelde rentekoers word toegepas van die eerste dag van die maand wat volg op die datum waarop die rentekoers bekend word. Vir berekeningsdoeleindes is die maandkoers gelyk aan een twaalfde van die jaarakoers.

#### BYDRAES VAN LEDE WAT MET VERLOF IS OF WAT GESKORS IS

**31.** (1) 'n Lid bly tot die Fonds bydra terwyl hy met volle of gedeeltelike besoldiging met verlof of weens siekte afwesig is of geskors is, maar sulke bydraes word bereken op die volle pensioengewende emolumente.

(2) (a) A member shall be liable to contribute to the Fund in respect of a period not exceeding 90 days during which such member has continuously been on leave, off sick or under suspension, without pay. The contributions due in respect of such period shall, upon resumption of duty, be recovered from salary in monthly instalments at the rate of 5% of current monthly pensionable emoluments or in one instalment when the amount outstanding does not exceed a figure equalling 5% of such emoluments. No interest shall be charged on such contributions.

(b) A member may elect to contribute to the Fund in respect of the whole of a period exceeding 90 days during which such member continuously been on leave, off sick or under suspension, without pay, and the member shall not be precluded from electing so to contribute because of an election prior to 1 March 1978 not to contribute in respect of such period.

(c) The option provided for in subparagraph (b) may be exercised at any time while the member is in the service of an employer after the Manager has furnished such member with particulars of the amount of the liability through the medium of an option form, provided that the member shall sign, date and return to the Manager a receipt for such form.

(d) Should any disagreement arise between the member and the Manager concerning the information furnished in terms of subparagraph (c) the Manager shall submit full particulars of the case to the Secretary for the decision of the Board. The Board's decision shall be final. The member concerned shall be informed of the decision.

(e) An option exercised in terms of subparagraph (b) shall be irrevocable.

(f) (i) If a member has elected not to contribute in respect of a period referred to in subparagraph (b), such period shall not be taken into account in calculating the period or continuous employment.

(ii) If a member elects to contribute in respect of a period referred to in subparagraph (b), the contributions due, together with interest thereon at the current rate as periodically determined in terms of rule 30, in respect of so much of the period of leave, absence due to sickness or suspension as exceeds 90 days, shall, subject to the provisions of subparagraphs (iii) and (iv), be recovered from such member's salary in such monthly payments as may be determined, but in such a manner that the payments shall be at least 2% of the member's pensionable emoluments, unless 2% of such emoluments is less than the monthly interest on the debt, in which event the interest plus R1,00 shall be recovered.

(iii) A member may pay higher instalments through the medium of such member's pay voucher or make a cash payment in settlement of the total indebtedness or part thereof, with the balance, in the latter case, being deducted in monthly instalments agreed upon by the Manager and the member.

(iv) A member may, by arrangement with the Manager, make further additional cash payments periodically in reduction of the debt.

(g) If a member dies before the exercise of the option, it shall be accepted, if it is to the benefit of the widow, widower or dependents, that the member wished to contribute for a period referred to in subparagraph (b) and the outstanding debt shall be recovered from the pension benefit payable.

(2) (a) 'n Lid word verplig om tot die Fonds by te dra ten opsigte van 'n tydperk van hoogstens 90 dae gedurende welke tydperk sodanige lid ononderbroke sonder betaling met verlof of afwesig weens siekte of geskors is. Die bydraes wat ten opsigte van sodanige tydperk verskuldig is, word by dienshervatting van salaris afgetrek in maandelikse paaieimente teen 'n koers van 5% van lopende maandelikse pensioengewende emolumente of in een paaieiment as die uitstaande bedrag hoogstens 5% van sodanige emolumente is. Geen rente word op sodanige bydraes gehef nie.

(b) 'n Lid mag kies om tot die Fonds by te dra ten opsigte van die geheel van 'n tydperk van meer as 90 dae, gedurende welke tydperk sodanige lid ononderbroke sonder betaling met verlof of afwesig weens siekte of van diens geskors is, en die lid word nie belet om te kies om aldus by te dra nie weens 'n keuse wat voor 1 Maart 1978 uitgeoefen is om nie ten opsigte van sodanige tydperk by te dra nie.

(c) Die keuse waarvoor daar in subparagraaf (b) voorsiening gemaak word, kan, nadat die Bestuurder aan die lid besonderhede van die skuldlas deur middel van 'n keusevorm verstrek het, te eniger tyd onderwyl die lid in die diens van 'n werkgewer is, uitgeoefen word, met dien verstande dat die lid 'n ontvangsbewys vir sodanige vorm teken, dateer en aan die Bestuurder terugstuur.

(d) Indien enige meningsverskil tussen die lid en die Bestuurder ontstaan ten opsigte van die inligting wat ingevolge subparagraaf (c) voorsien is, stuur die Bestuurder volledige besonderhede van die geval aan die Sekretaris vir die beslissing van die Raad. Die beslissing van die Raad is finaal. Die betrokke lid word van die beslissing in kennis gestel.

(e) 'n Keuse wat ingevolge subparagraaf (b) uitgeoefen word, is onherroeplik.

(f) (i) Indien 'n lid verkies het om nie ten opsigte van 'n tydperk gemeld in subparagraaf (b) by te dra nie, word sodanige tydperk nie by die berekening van ononderbroke diens in aanmerking geneem nie.

(ii) Indien 'n lid kies om ten opsigte van 'n tydperk gemeld in subparagraaf (b) by te dra, word die bydraes verskuldig, saam met rente daarop teen die heersende koers soos periodiek bepaal ingevolge statuut 30, ten opsigte van soveel van genoemde tydperk van verlof, afwesigheid weens siekte of skorsing as wat negentig dae oorskry, onderworpe aan die bepalings van subparagraaf (iii) en (iv), van sodanige lid se salaris afgetrek in sodanige maandelikse paaieimente as wat bepaal mag word, maar op so 'n wyse dat die paaieimente minstens 2% van die lid se pensioengewende emolumente bedra, tensy 2% van sodanige pensioengewende emolumente minder is as wat die rente maandeliks op die skuldlas beloop, in welke geval die rente plus R1,00 ingevorder word.

(iii) 'n Lid kan hoër betaalbewysaftrekkings reël of die hele verskuldige bedrag of 'n gedeelte daarvan in 'n kontantbedrag vereffen en, in laasgenoemde geval, die balans laat aftrek in maandelikse paaieimente waartoe met die Bestuurder ooreengekom word.

(iv) 'n Lid wat so verkies, kan met die Bestuurder reël om bykomende kontantbedrae periodiek ter vermindering van die skuldlas te betaal.

(g) Indien 'n lid te sterwe kom voor die uitoefening van die keuse, word daar, indien dit tot die weduwee of wewenaar of ander afhanklikes se voordeel is, aanvaar dat die lid begerig was om vir 'n tydperk gemeld in subparagraaf (b) by te dra en word die uitstaande skuldlas verhaal op die pensioenvoordeel wat betaalbaar is.

(3) Contributions for any period regarded as leave, absence due to sickness or suspension from duty with or without pay shall be calculated and made in accordance with rule 25 (3), and shall be based on the pensionable emoluments on which the member was contributing immediately prior to the commencement of the leave, absence due to sickness or period of suspension from duty.

(4) Contributions payable in terms of this rule shall be calculated at the rate applicable during the period of leave, absence due to sickness or suspension from duty.

(5) When a member resumes duty after a period of suspension exceeding 90 days, the employer shall supply particulars of such absence to the Manager.

## PENSION BENEFITS

### *Age-limit*

**32.** (1) The pension benefit payable to a member, to whom Consolidated Service Condition 121 (5) does not apply, upon retirement from the service of an employer upon reaching the age-limit of 63 years provided for in Consolidated Service Condition 121 (1) (a) shall, if the member's contributions cover a period of ten years or more, be as follows:

(a) A pension which shall be calculated as a fraction of the member's last pensionable emoluments immediately preceding retirement. The numerator of the fraction shall be the period of membership of the Fund expressed in years, with each day of an incomplete year being reckoned as one three hundred and sixty-fifth of a year, and the denominator shall be 54.

(b) A cash sum which shall be calculated by multiplying each rand of one-third of the pension calculated in terms of subparagraph (a) by a factor of 12, provided that in the case of a female member who exercises both of the elections referred to in paragraph (26) (a) the factor shall be 13.

(2) The pension benefit payable to a member, to whom Consolidated Service Condition 121 (5) does not apply, upon retirement from the service of an employer upon reaching the age-limit of 58 years provided for in Consolidated Service Condition 121 (1) (b) shall, if the member's contributions cover a period of 10 years or more, be as follows:

(a) A pension which shall be calculated as a fraction of the member's last pensionable emoluments immediately preceding retirement. The numerator of the fraction shall be the period of membership expressed in years, with each day of an incomplete year being reckoned as one three hundred and sixty-fifth of a year, and the denominator shall be 49.

(b) A cash sum which shall be calculated by multiplying each rand of one-third of the pension calculated in terms of subparagraph (a) by a factor of 13,50, provided that in the case of a female member who exercises both of the elections referred to in paragraph (26) (a) the factor shall be 14,50.

(3) The pension benefit payable to a member upon retirement from the service of an employer upon reaching the age-limit of 63 provided for in Consolidated

(3) Bydraes vir enige tydperk wat as verlof, afwesigheid weens siekte of skorsing van diens sonder betaling beskou word, word ingevolge statuut 25 (3) bereken en gemaak, en word gegrond op die pensioengewende emolumente waarop die lid onmiddellik voor die aanvang van die verlof, afwesigheid weens siekte of skorsing van diens bygedra het.

(4) Bydraes betaalbaar ingevolge hierdie statuut word bereken teen die koers van toepassing gedurende die tydperk van verlof, afwesigheid weens siekte of skorsing van diens.

(5) Wanneer 'n lid diens hervat nadat 'n tydperk van skorsing van langer as 90 dae, verstrekk die werkgewer besonderhede van sodanige afwesigheid aan die Bestuurder.

## PENSIOENVOORDELE

### *Ouderdomsgrens*

**32.** (1) Die volgende pensioenvoordeel word betaal aan 'n lid op wie Gekonsolideerde Diensvoorwaarde 121 (5) nie van toepassing is nie, by uitdienstreding uit 'n diens van 'n werkgewer by bereiking van die ouderdomsgrens van 63 jaar waarvoor in Gekonsolideerde Diensvoorwaarde 121 (1) (a) voorsiening gemaak word indien die lid se bydraes 'n tydperk van 10 jaar of meer dek:

(a) 'n Pensioen wat bereken word as 'n breuk van die lid se laaste pensioengewende emolumente onmiddellik voor uitdienstreding. Die teller van die breuk is die tydperk van lidmaatskap van die Fonds uitgedruk in jare, met elke dag van 'n onvoltooide jaar bereken as een driehonderd vyf-en-sestigste van 'n jaar, en die noemer is 54.

(b) 'n Kontantbedrag wat bereken word deur elke rand van een derde van die pensioen wat bereken is ingevolge subparagraaf (a) met 'n faktor van 12 te vermenigvuldig, met dien verstande dat in die geval van 'n vroulike lid wat albei keuses uitoefen waarna in paragraaf (26) (a) verwys word, 'n faktor van 13 gebruik word.

(2) Die volgende pensioenvoordeel word betaal aan 'n lid op wie Gekonsolideerde Diensvoorwaarde 121 (5) nie van toepassing is nie, by uitdienstreding uit die diens van 'n werkgewer by bereiking van die ouderdomsgrens van 58 jaar waarvoor in Gekonsolideerde Diensvoorwaarde 121 (1) (b) voorsiening gemaak word indien die lid se bydraes 'n tydperk van 10 jaar of meer dek:

(a) 'n Pensioen wat bereken word as 'n breuk van die lid se laaste pensioengewende emolumente onmiddellik voor uitdienstreding. Die teller van die breuk is die tydperk van lidmaatskap van die Fonds uitgedruk in jare, met elke dag van 'n onvoltooide jaar bereken as een driehonderd vyf-en-sestigste van 'n jaar, en die noemer is 49.

(b) 'n Kontantbedrag wat bereken word deur elke rand van een derde van die pensioen wat bereken is ingevolge subparagraaf (a) met 'n faktor van 13,50 te vermenigvuldig, met dien verstande dat in die geval van 'n vroulike lid wat albei keuses uitoefen waarna in paragraaf (26) (a) verwys word, 'n faktor van 14,50 gebruik word.

(3) Die volgende pensioenvoordeel word betaal aan 'n lid by uitdienstreding uit die diens van 'n werkgewer by bereiking van die ouderdomsgrens van 63 jaar waarvoor

Service Condition 121 (1) (e) shall, if such member's contributions cover a period of 10 years or more, be as follows:

(a) A pension which shall be calculated as a fraction of the member's last pensionable emoluments immediately preceding retirement. The numerator of the fraction shall be the period of membership of the Fund expressed in years, with each day of an incomplete year being reckoned as one three hundred and sixty-fifth of a year, and the denominator shall be 54.

(b) A cash sum which shall be calculated by multiplying each rand of one-third of the pension calculated in terms of subparagraph (a) by a factor of 12.

(4) The pension benefit payable to a member upon retirement from the service of an employer upon reaching the age-limit of 58 provided for in the proviso to Consolidated Service Condition 121 (1) (e) shall, if such member's contributions cover a period of 10 years or more, be as follows:

(a) A pension which shall be calculated as a fraction of the member's last pensionable emoluments immediately preceding retirement. The numerator of the fraction shall be the period of membership of the Fund expressed in years, with each day of an incomplete year being reckoned as one three hundred and sixty-fifth of a year, and the denominator shall be 49.

(b) A cash sum which shall be calculated by multiplying each rand of one-third of the pension calculated in terms of subparagraph (a) by a factor of 13,50.

(5) The pension benefit payable to a member, to whom Consolidated Service Condition 121 (5) applies, who elects to retire or is retired on reaching the lower retiring age referred to therein, shall be, if the member's contributions cover a period of 10 years or more, as follows:

(a) A pension which shall be calculated as a fraction of the member's last pensionable emoluments immediately preceding retirement. The numerator of the fraction shall be the period of membership of the Fund expressed in years, with each day of an incomplete year being reckoned as one three hundred and sixty-fifth of a year, and the denominator shall be—

(i) 50 in the case of a member to whom the provisions of Consolidated Service Condition 121 (1) (c) or (d) apply;

(ii) 55 in the case of a member to whom the provisions of Consolidated Service Condition 121 (1) (b) apply; and

(iii) 60 in all other cases.

(b) A cash sum which shall be calculated by multiplying each rand of one-third of the pension calculated in terms of subparagraph (a) by the following factor:

| Age             | Factor |
|-----------------|--------|
| 50.....         | 14,50  |
| 55.....         | 13,50  |
| 60 or over..... | 12,00, |

in Gekonsolideerde Diensvoorwaarde 121 (1) (e) voorsiening gemaak word indien sodanige lid se bydraes 'n tydperk van 10 jaar of meer gedek het:

(a) 'n Pensioen wat bereken word as 'n breuk van die lid se laaste pensioengewende emolumente onmiddellik voor uitdienststreding. Die teller van die breuk is die tydperk van lidmaatskap van die Fonds uitgedruk in jare, met elke dag van 'n onvoltooide jaar bereken as een driehonderd vyf-en-sestigste van 'n jaar, en die noemer is 54.

(b) 'n Kontantbedrag wat bereken word deur elke rand van een derde van die pensioen wat bereken is ingevolge subparagraaf (a) met 'n faktor van 12 te vermenigvuldig.

(4) Die volgende pensioenvoordeel word betaal aan 'n lid by uitdienststreding uit die diens van 'n werkgewer by bereiking van die ouderdomsgrens van 58 waarvoor in die voorbehoudsbepaling by Gekonsolideerde Diensvoorwaarde 121 (1) (e) voorsiening gemaak word indien sodanige lid se bydraes 'n tydperk van 10 jaar of meer gedek het:

(a) 'n Pensioen wat bereken word as 'n breuk van die lid se laaste pensioengewende emolumente onmiddellik voor uitdienststreding. Die teller van die breuk is die tydperk van lidmaatskap van die Fonds uitgedruk in jare, met elke dag van 'n onvoltooide jaar bereken as een driehonderd vyf-en-sestigste van 'n jaar, en die noemer is 49.

(b) 'n Kontantbedrag wat bereken word deur elke rand van een derde van die pensioen wat bereken is ingevolge subparagraaf (a) met 'n faktor van 13,50 te vermenigvuldig.

(5) Die volgende pensioenvoordeel word aan 'n lid betaal op wie Gekonsolideerde Diensvoorwaarde 121 (5) van toepassing is, wat kies om af te tree of verplig word om af te tree by bereiking van die laer aftree-ouderom vermeld daarin, indien die lid se bydraes 'n tydperk van 10 jaar of meer dek:

(a) 'n Pensioen wat bereken word as 'n breuk van die lid se laaste pensioengewende emolumente onmiddellik voor uitdienststreding. Die teller van die breuk is die tydperk van lidmaatskap van die Fonds uitgedruk in jare, met elke dag van 'n onvoltooide jaar bereken as een driehonderd vyf-en-sestigste van 'n jaar, en die noemer is—

(i) 50 in die geval van 'n lid op wie die bepaling van Gekonsolideerde Diensvoorwaarde 121 (1) (c) of (d) van toepassing is;

(ii) 55 in die geval van 'n lid op wie die bepaling van Gekonsolideerde Diensvoorwaarde 121 (1) (b) van toepassing is; en

(iii) 60 in alle ander gevalle.

(b) 'n Kontantbedrag wat bereken word deur elke rand van een derde van die pensioen wat ingevolge subparagraaf (a) bereken is, te vermenigvuldig met die volgende faktor:

| Ouderdom        | Faktor |
|-----------------|--------|
| 50.....         | 14,50  |
| 55.....         | 13,50  |
| 60 of hoër..... | 12,00, |

provided that in the case of a female member who exercises both of the elections referred to in paragraph (26) (a) the following factors shall apply:

| Age             | Factor |
|-----------------|--------|
| 50.....         | 15,50  |
| 55.....         | 14,50  |
| 60 or over..... | 13,00, |

provided further that, in the case of a member to whom Consolidated Service Condition 121 (1) (b) applies, the factor applicable to the age of 55 years shall apply to any higher age and that, in the case of a member to whom Consolidated Service Condition 121 (1) (c) or (d) applies, the factor applicable to the age of 50 years shall apply to any higher age.

(6) (a) The pension benefit payable to a member, who has an option in terms of Consolidated Service Condition 121 (5) to retire on reaching the lower retiring age referred to therein, but does not so elect and, in addition, does not, in terms of these Rules, draw the cash sum that would have been due had such election been exercised, shall upon retirement upon or before superannuation, by notice duly given, if such member's contributions cover a period of 10 years or more, be as follows:

(i) A pension which shall be calculated as a fraction of the member's last pensionable emoluments immediately preceding retirement. The numerator of the fraction shall be the period of membership of the Fund expressed in years, with each day of an incomplete year being reckoned as one three hundred and sixty-fifth of a year, and the denominator shall be—

| Age     | Denominator |
|---------|-------------|
| 60..... | 60          |
| 61..... | 58          |
| 62..... | 56          |
| 63..... | 54          |
| 55..... | 55          |
| 56..... | 53          |
| 57..... | 51          |
| 58..... | 49          |
| 50..... | 50          |
| 51..... | 48          |
| 52..... | 46          |
| 53..... | 44          |

(ii) A cash sum which shall be calculated by multiplying each rand of one-third of the pension calculated in terms of subparagraph (i) by the appropriate factor set out below:

| Age             | Factor |
|-----------------|--------|
| 50.....         | 14,50  |
| 55.....         | 13,50  |
| 60 or over..... | 12,00, |

provided that in the case of a female member who exercises both of the elections referred to in paragraph (26) (a) the appropriate factor as set out below shall apply:

| Age             | Factor |
|-----------------|--------|
| 50.....         | 15,50  |
| 55.....         | 14,50  |
| 60 or over..... | 13,00, |

met dien verstande dat in die geval aan 'n vroulike lid wat albei keuses uitoefen waarna in paragraaf (26) (a) verwys word, die volgende faktor wat toepaslik is, gebruik word:

| Ouderdom        | Faktor |
|-----------------|--------|
| 50.....         | 15,50  |
| 55.....         | 14,50  |
| 60 of hoër..... | 13,00, |

met dien verstande voorts dat in die geval van 'n lid op wie Gekonsolideerde Diensvoorwaarde 121 (1) (b) van toepassing is, die faktor van toepassing op die ouderdom van 55 jaar op enige hoër leeftyd van toepassing is en dat in die geval van 'n lid op wie Gekonsolideerde Diensvoorwaarde 121 (1) (c) of (d) van toepassing is, die faktor van toepassing op ouderdom van 50 jaar op enige hoër ouderdom van toepassing is.

(6) (a) Indien 'n lid wat 'n keuse het ingevolge Gekonsolideerde Diensvoorwaarde 121 (5) om af te tree by bereiking van die laer aftreeouderdom daarin bedoel, maar kies om dit nie te doen nie en daarbenewens nie die kontantbedrag wat ingevolge hierdie Statute verskuldig sou wees indien sodanige keuse uitgeoefen was, trek nie, is die pensioenvoordeel wat betaalbaar is by uitdienstreding op of voor superannuasie, na behoorlike kennisgewing en indien sodanige lid se bydraes 'n tydperk van 10 jaar of meer dek, soos volg:

(i) 'n Pensioen wat bereken word as 'n breuk van die lid se laaste pensioengewende emolumente onmiddellik voor uitdienstreding. Die teller van die breuk is die tydperk van lidmaatskap van die Fonds uitgedruk in jare met elke dag van 'n onvolledige jaar bereken as een driehonderd vyf-en-sestigste van 'n jaar, en die noemer is—

| Ouderdom | Nommer |
|----------|--------|
| 60.....  | 60     |
| 61.....  | 58     |
| 62.....  | 56     |
| 63.....  | 54     |
| 55.....  | 55     |
| 56.....  | 53     |
| 57.....  | 51     |
| 58.....  | 49     |
| 50.....  | 50     |
| 51.....  | 48     |
| 52.....  | 46     |
| 53.....  | 44     |

(ii) 'n Kontantbedrag wat bereken word deur elke rand van een derde van die pensioen wat bereken is ingevolge subparagraph (i) met die toepaslike faktor wat hieronder uiteengesit word, te vermenigvuldig:

| Ouderdom        | Faktor |
|-----------------|--------|
| 50.....         | 14,50  |
| 55.....         | 13,50  |
| 60 en hoër..... | 12,00, |

met dien verstande dat in die geval van 'n vroulike lid wat albei keuses uitoefen waarna in paragraaf (26) (a) verwys word, die volgende faktor, wat toepaslik is, gebruik word:

| Ouderdom        | Faktor |
|-----------------|--------|
| 50.....         | 15,50  |
| 55.....         | 14,50  |
| 60 en hoër..... | 13,00, |

provided further that, in the case of a member, to whom Consolidated Service Condition 121 (1) (b) is applicable, the factor applicable to the age of 55 years shall also apply to any higher age and, in the case of a member to whom Consolidated Service Condition 121 (1) (c) or (d) is applicable, the factor applicable to the age of 50 years shall likewise apply.

(b) Should, in a case referred to in subparagraph (a), the services of the member be terminated before superannuation on either of the grounds referred to in Consolidated Service Condition 119, the pension shall be calculated on the lower denominator referred to in subparagraph (a) (i), irrespective of whether or not such member has completed one, two or three years' service after reaching the lower retiring age, provided that in the event of retirement by reason of permanent ill-health or physical disability, such ill-health or physical disability is not certified by a medical practitioner to have been due to the member's own default, and the member has not yet completed one, two or three years' service after reaching the lower retirement age. The cash sum in such event shall be calculated by multiplying each rand of one-third of such pension by the applicable factor set out in subparagraph (a) (ii).

(7) (a) A member, who has an option in terms of Consolidated Service Condition 121 (5) to retire on reaching the lower retiring age referred to therein, but does not so elect or is not retired on reaching such lower age, shall, if such member so desires, be paid, on reaching the lower age, the cash sum that would have been payable at the lower retirement age had the member elected to retire, or been retired, at such age, provided that the cash sum, or whatever proportion thereof may be necessary, shall be utilised as a credit against any amount payable to the employer in respect of a loan granted under a house ownership scheme of the employer or one of its predecessors or any antedated membership permitted in terms of these Rules or the regulations which they replace. Such member, should the option to take the cash sum on reaching the lower retirement age be exercised, shall upon or prior to superannuation by notice duly given, if contributions cover a period of 10 years or more, be entitled to the following pension benefits:

(i) A pension which shall be calculated as a fraction of the member's last pensionable emoluments immediately preceding retirement. The numerator of the fraction shall be the period of membership of the Fund expressed in years, with each day of an incomplete year being reckoned as one three hundred and sixty-fifth of a year, and the denominator shall be—

| Age     | Denominator |
|---------|-------------|
| 60..... | 60          |
| 61..... | 58          |
| 62..... | 56          |
| 63..... | 54          |
| 55..... | 55          |
| 56..... | 53          |
| 57..... | 51          |
| 58..... | 49          |
| 50..... | 50          |
| 51..... | 48          |
| 52..... | 46          |
| 53..... | 44          |

met dien verstande voorts dat in die geval van 'n lid op wie Gekonsolideerde Diensvoorwaarde 121 (1) (b) van toepassing is, die faktor van toepassing op die leeftyd van 55 jaar ook op enige hoër leeftyd van toepassing is en dat in die geval van 'n lid op wie Gekonsolideerde Diensvoorwaarde 121 (1) (c) of (d) van toepassing is, die faktor van toepassing op die leeftyd van 50 jaar insgelyks op enige hoër leeftyd van toepassing is.

(b) Indien, in 'n geval bedoel in subparagraaf (a), die dienste van 'n lid voor superannuasie beëindig sou word om eenige van die redes gemeld in Gekonsolideerde Diensvoorwaarde 119, word die pensioen bereken volgens die laer noemer gemeld in subparagraaf (a) (i), ongeag of sodanige lid een, twee of drie jaar diens voltooi het na bereiking van die laer aftreeouderdom, met dien verstande dat in 'n geval van aftrede weens blywende slegte gesondheid of liggaamlike ongeskiktheid daar nie deur 'n mediese praktisyn gesertifiseer is dat sodanige blywende slegte gesondheid of liggaamlike ongeskiktheid aan die lid se eie toedoen te wyte is nie, en die lid nog nie een, twee of drie jaar diens na bereiking van die laer aftreeouderdom voltooi het nie. Die kontantbedrag in so 'n geval word bereken deur elke rand van een derde van sodanige pensioen met die toepaslike faktor wat in subparagraaf (a) (ii) uiteenge-sit word, te vermenigvuldig.

(7) (a) Aan 'n lid wat ingevolge Gekonsolideerde Diensvoorwaarde 121 (5) 'n keuse het om af te tree by bereiking van die laer aftreeouderdom daarin vermeld, maar nie die keuse uitoefen nie of nie afgedank word by bereiking van sodanige laer ouderdom nie, word, indien sodanige lid dit so verkies, die kontantbedrag betaal wat betaalbaar sou gewees het indien die lid verkies het om op sodanige ouderdom af te tree of afgedank te word, met dien verstande dat sodanige kontantbedrag of welke gedeelte daarvan nodig mag wees, gebruik word as krediet teen enige bedrag wat aan die werkgewer betaalbaar is ten opsigte van 'n lening wat toegestaan is onder 'n huiseienaarskema van die werkgewer of enige van sy voorgangers, of enige teruggedateerde lidmaatskap wat toegelaat is ingevolge hierdie Statute of die regulasies wat deur hulle vervang word. Sodanige lid, indien die keuse uitgeoefen is om die kontantbedrag by bereiking van die laer aftreeouderdom te ontvang, is geregtig, by of voor superannuasie met behoorlike kennisgewing, op die volgende pensioenvoordele indien bydraes 'n tydperk van 10 jaar of meer dek:

(i) 'n Pensioen wat bereken word as 'n breuk van die lid se laaste pensioengewende emolumente onmiddellik voor uitdienstreding. Die teller van die breuk is die tydperk van lidmaatskap van die Fonds uitgedruk in jare met elke dag van 'n onvoltooidde jaar bereken as een driehonderd vyf-en-ses-tigste van 'n jaar, en die noemer is—

| Ouderdom | Nommer |
|----------|--------|
| 60.....  | 60     |
| 61.....  | 58     |
| 62.....  | 56     |
| 63.....  | 54     |
| 55.....  | 55     |
| 56.....  | 53     |
| 57.....  | 51     |
| 58.....  | 49     |
| 50.....  | 50     |
| 51.....  | 48     |
| 52.....  | 46     |
| 53.....  | 44     |

(ii) A cash sum (in addition to that already paid) representing the difference between the cash sum that would have been payable on the actual retirement date and that which was received on the lower retirement date.

(b) Should, in a case referred to in subparagraph (a), the services of the member be terminated before superannuation on either of the grounds referred to in Consolidated Service Condition 119, the pension shall be calculated on the lower denominator referred to in subparagraph (a) (i), irrespective of whether the member has completed one, two or three years' service after reaching the lower retirement age, provided that, in the event of retirement by reason of permanent ill-health or physical disability, such ill-health or physical disability is not certified by a medical practitioner to have been due to the member's own default, and the member has not yet completed one, two or three years' service after reaching the lower retirement age. A further cash sum shall be paid on the actual date of retirement representing the difference between the cash sum that would have been payable on that date and that which was received at the lower retiring age.

(8) (a) The pension benefit payable to a member upon retirement from the service of an employer upon reaching the age of 45 years or more (but less than 50) in terms of Consolidated Service Condition 121 (3) shall, whether such member's contributions cover a period of 10 years or not, be as follows:

(i) A pension which shall be calculated as a fraction of the member's last pensionable emoluments immediately preceding retirement. The numerator of the fraction shall be the period of membership of the Fund expressed in years, with each day of an incomplete year being reckoned as one three hundred and sixty-fifth of a year, and the denominator shall be 50. Such pension shall be debited to the employer until the pensioner reaches the age of 58.

(ii) A cash sum which shall be calculated by multiplying each rand of one-third of the pension calculated in terms of subparagraph (i) by the applicable factor set out in the following table:

| Age     | Factor |
|---------|--------|
| 45..... | 15,69  |
| 46..... | 15,47  |
| 47..... | 15,24  |
| 48..... | 15,00  |
| 49..... | 14,75  |
| 50..... | 14,50, |

provided that in the case of a female member who exercises both of the elections referred to in paragraph (26) (a) the appropriate factor as set out below shall apply:

| Age     | Factor |
|---------|--------|
| 45..... | 16,39  |
| 46..... | 16,22  |
| 47..... | 16,04  |
| 48..... | 15,86  |
| 49..... | 15,68  |
| 50..... | 15,50, |

provided further that the cash sum so calculated shall not be greater than that which in the ordinary course of events would have been payable to the member upon reaching the age of 58.

(ii) 'n Kontantbedrag (bykomend tot dié wat alreeds betaal is) wat verteenwoordigend is van die verskil tussen die kontantbedrag wat betaalbaar sou gewees het op die werklike aftreedatum en dié wat op die laer aftreedatum ontvang is.

(b) Indien, in 'n geval bedoel in subparagraaf (a), die dienste van 'n lid voor superannuasie beëindig sou word om enigee van die redes genoem in Gekonsolideerde Diensvoorwaarde 119, word die pensioen bereken volgens die laer noemer gemeld in subparagraaf (a) (i), ongeag of die lid een, twee of drie jaar diens voltooi het na bereiking van die laer aftreeouderdom, met dien verstande dat, in 'n geval van aftrede as gevolg van blywende slegte gesondheid of liggaamlike ongeskiktheid, daar nie deur 'n mediese praktisyn gesertifiseer is dat die blywende slegte gesondheid of liggaamlike ongeskiktheid aan die lid se eie toedoen te wyte is nie, en die lid nog nie een, twee of drie jaar diens na bereiking van die laer aftreeouderdom voltooi het nie. 'n Verder kontantbedrag word op die werklike uitdienstreedatum betaal wat verteenwoordigend is van die verskil tussen die kontantbedrag wat betaalbaar sou gewees het op daardie datum en dié wat op die laer uitdienstreeouderdom ontvang is.

(8) (a) Die volgende pensioenvoordeel word betaal aan 'n lid by uitdienstreding uit die diens van 'n werkgewer by bereiking van die ouderdom van 45 jaar of hoër (maar minder as 50 jaar) ingevolge Gekonsolideerde Diensvoorwaarde 121 (3), ongeag of sodanige lid se bydraes 'n tydperk van 10 jaar gedek het of nie:

(i) 'n Pensioen wat bereken word as 'n breuk van die lid se laaste pensioengewende emolumente onmiddellik voor uitdienstreding. Die teller van die breuk is die tydperk van lidmaatskap van die Fonds uitgedruk in jare, met elke dag van 'n onvoltooide jaar bereken as een driehonderd vyf-en-sestigste van 'n jaar, en die noemer is 50. Sodanige pensioen word teen die werkgewer gedebiteer totdat die pensioentrekker die ouderdom van 58 bereik.

(ii) 'n Kontantbedrag wat bereken word deur elke rand van een derde van die pensioen wat bereken is ingevolge subparagraaf (i) met die toepasslike faktor wat in die tabel hieronder uiteengesit word, te vermenigvuldig:

| Ouderdom | Faktor |
|----------|--------|
| 45.....  | 15,69  |
| 46.....  | 15,47  |
| 47.....  | 15,24  |
| 48.....  | 15,00  |
| 49.....  | 14,75  |
| 50.....  | 14,50, |

met dien verstande dat in die geval van 'n vroulike lid wat albei keuses uitoefen waarna in paragraaf (26) (a) verwys word, die volgende faktor, wat toepaslik is, gebruik word:

| Ouderdom | Faktor |
|----------|--------|
| 45.....  | 16,39  |
| 46.....  | 16,22  |
| 47.....  | 16,04  |
| 48.....  | 15,86  |
| 49.....  | 15,68  |
| 50.....  | 15,50, |

met dien verstande voorts dat die kontantbedrag wat aldus bereken word nie groter is nie as dié wat normaalweg aan die lid by bereiking van die ouderdom van 58 betaalbaar sou gewees het.

(b) A pension paid in terms of this paragraph shall be paid by the employer until the pensioner reaches the applicable age-limit and thereafter from the Fund.

(9) If the employment of a member of the Fund is terminated on attainment of the applicable age-limit [excluding cases that fall under Consolidated Service Condition 119 or 121 (3)] before contributions cover a period of 10 years, twice the amount of the member's own contributions, without interest, shall be refunded.

#### *Length of Service*

(10) A member who, in terms of Consolidated Service Condition 120A, is entitled to retire on completion of the period of service stipulated therein and elects to so retire, shall upon such retirement be granted the following pension benefits:

(a) Benefits equal to the benefits the member would have received in terms of these Rules on retirement on the ground of permanent ill-health or physical disability not certified by a medical practitioner to be due to such member's own default, shall be granted.

(b) The member shall pay to the Fund an amount equivalent to the contributions that would have been payable had the member remained in the employ of the employer until the attainment of the retirement age.

(c) The contributions referred to in subparagraph (b) shall be calculated on the member's pensionable emoluments as at the date of retirement.

(d) The employer shall pay to the Fund its contributions calculated on the contributions as calculated in terms of subparagraph (c).

(e) The member shall forfeit any election referred to in rule 23 (2) and the capital amount referred to in that rule shall be utilised as an offset against the liability referred to in subparagraph (b).

#### *Reduction in or reorganisation of personnel*

(11) (a) If a member of the Fund in permanent employment is retired on the ground of reduction in or reorganisation of personnel, in terms of Consolidated Service Condition 118, the following provisions shall apply:

(i) A member whose age is less than 55 years irrespective of service shall receive a benefit calculated in accordance with a formula as determined by the actuary. Such benefit shall form a charge against the Fund.

(ii) A member whose age is 55 years or more and whose continuous employment is in the aggregate 25 years or more, shall be entitled to a pension benefit as follows:

(aa) A pension which shall be calculated as a fraction of the member's last pensionable emoluments immediately preceding retirement. The numerator of the fraction shall be the period of membership of the Fund expressed in years, with each day of an incomplete year being reckoned as one three hundred and sixty-fifth of a year, and the denominator shall be 60, provided however that such pension benefit shall be reduced by 0,3% for each complete month in the period between the employee's sixtieth birthday and the actual date of retirement.

(b) 'n Pensioen wat ingevolge hierdie paragraaf betaal word, word deur die werkgever betaal totdat die pensioentrekker die toepaslike ouderdomsgrens, bereik en daarna uit die Fonds.

(9) Indien die diens van 'n lid van die Fonds beëindig word by bereiking van die toepaslike ouderdomsgrens [uitsluitend gevalle wat ressorteer onder Gekonsolideerde Diensvoorwaardes 119 of 121 (3)] voordat bydraes 'n tydperk van 10 jaar dek, word twee maal die bedrag van die lid se eie bydraes, sonder rente, betaal.

#### *Dienstydperk*

(10) Aan 'n lid wat ingevolge Gekonsolideerde Diensvoorwaarde 120A geregtig is om af te tree by voltooiing van die dienstydperk daarin bepaal en verkies om dienooreenkomstig af te tree, word pensioenvoordele by uitdienststreding soos volg toegeken:

(a) Voordele wat gelykstaande is met die voordele wat die lid ingevolge hierdie Statute sou ontvang het by uitdienststreding op grond van blywend slegte gesondheid of liggaamlike ongeskiktheid ten opsigte waarvan 'n mediese praktisyn nie gesertifiseer het dat dit aan sodanige lid se eie toedoen te wyte is nie, word toegestaan.

(b) Die lid betaal aan die Fonds 'n bedrag gelykstaande met die bydraes wat betaalbaar sou gewees het indien die lid in diens van die werkgever tot bereiking van die aftreeouderdom sou aangebly het.

(c) Die bydraes bedoel in subparagraaf (b) word op die lid se pensioengewende emolumente op die datum van aftrede bereken.

(d) Die werkgever betaal aan die Fonds sy bydraes bereken op die bydraes soos ingevolge subparagraaf (c) bereken.

(e) Die lid verbeur enige keuse waarna in statuut 23 (2) verwys word en die kapitaalbedrag waarna in daardie statuut verwys word, word as vergoeding aangewend teen die aanspreeklikheid waarna in subparagraaf (b) verwys word.

#### *Vermindering of reorganisasie van personeel*

(11) (a) Indien 'n lid van die Fonds in vaste diens op grond van vermindering of reorganisasie van personeel, kragtens Gekonsolideerde Diensvoorwaarde 118, afgedank word, word die volgende bepalings toegepas:

(i) 'n Lid wie se ouderdom minder as 55 jaar is, ongeag sy dienstermyn, ontvang 'n voordeel bereken volgens 'n formule wat deur die aktuaris opgestel word. Sodanige voordeel word teen die Fonds gedebiteer.

(ii) 'n Lid wie se ouderdom 55 jaar of hoër is en wie se ononderbroke diens in totaal 25 jaar of meer is, word die volgende pensioenvoordeel toegeken:

(aa) 'n Pensioen wat bereken word as 'n breuk van die lid se laaste pensioengewende emolumente onmiddellik voor uitdienststreding. Die teller van die breuk is die tydperk van lidmaatskap van die Fonds uitgedruk in jare, met elke dag van 'n onvoltooide jaar bereken as een driehonderd vyf-en-sestigste van 'n jaar, en die noemer is 60, met dien verstande egter dat sodanige pensioenvoordeel deur 0,3% verminder word vir elke voltooide maand in die tydperk tussen die werknemer se sestigste verjaardag en die eintlike datum van uitdienststreding.

(bb) A cash sum which shall be calculated by multiplying each rand of one-third of the pension calculated in terms of subparagraph (aa) by the factor of 12.

(cc) The whole pension benefit shall form a charge against the Fund.

(iii) A member whose age is 55 years or more and whose continuous employment is in the aggregate less than 25 years, shall receive the benefit referred to in (i).

**Mutual agreement**

(12) (a) If a member of the Fund in permanent employment is retired on the ground of mutual agreement, in terms of Consolidated Service Condition 120, the following provisions shall apply:

(i) A member who has contributed to the Fund for a period of 10 years or more and whose age is 55 years or more, and whose continuous employment is in the aggregate 25 years or more, shall be entitled to a pension benefit as follows:

(aa) A pension which shall be calculated as a fraction of the member's last pensionable emoluments immediately preceding retirement. The numerator of the fraction shall be the period of membership of the Fund expressed in years, with each day of an incomplete year being reckoned as one three hundred and sixty-fifth of a year, and the denominator shall be 60, provided however that such pension benefit shall be reduced by 0,3% for each complete month in the period between the employee's sixtieth birthday and the actual date of retirement.

(bb) A cash sum which shall be calculated by multiplying each rand of one-third of the pension calculated in terms of subparagraph (aa) by the factor of 12.

(cc) The whole pension benefit shall form a charge against the Fund.

(b) If a member of the Fund in permanent employment, who does not have the option to elect to retire at a lower retiring age in terms of Consolidated Service Condition 121 (5), is retired on the ground of mutual agreement, in terms of Consolidated Service Condition 120, the benefits for which provision is made in paragraph (5) shall apply, provided that, in the event of a pension being payable, the following denominator shall be substituted for that which would otherwise have been applicable if the member has reached the age for which provision is made therein:

| Age     | Denominator |
|---------|-------------|
| 60..... | 60          |
| 61..... | 58          |
| 62..... | 56          |
| 63..... | 54          |
| 55..... | 55          |
| 56..... | 53          |
| 57..... | 51          |
| 58..... | 49          |

**Inefficiency**

(13) If a member of the Fund is retired before superannuation on the ground of inefficiency in terms of Consolidated Service Condition 117, the pension benefits which shall be applicable shall be those applicable on retirement on the ground of permanent ill-health or

(bb) 'n Kontantbedrag wat bereken word deur elke rand van een derde van die pensioen wat ingevolge subparagraaf (aa) bereken word, met 'n faktor van 12 te vermenigvuldig.

(cc) Die volle pensioenvoordeel word teen die Fonds gedebiteer.

(iii) 'n Lid wie se ouderdom 55 jaar of hoër is en wie se ononderbroke diens in totaal minder is as 25 jaar, word die voordeel waarna in (i) verwys word, toegestaan.

**Onderlinge toestemming**

(12) (a) Indien 'n lid van die Fonds in vaste diens op grond van onderlinge toestemming, kragtens Gekonsolideerde Diensvoorwaarde 120, afgedank word, word die volgende bepaling toegepas:

(i) 'n Lid wat vir 'n tydperk van 10 jaar of meer tot die Fonds bygedra het, wie se ouderdom 55 jaar of hoër is en wie se ononderbroke diens in totaal 25 jaar of meer is, is op die volgende pensioenvoordeel geregtig:

(aa) 'n Pensioen wat bereken word as 'n breuk van die lid se laaste pensioengewende emolumente onmiddellik voor uitdienstreding. Die teller van die breuk is die tydperk van lidmaatskap van die Fonds uitgedruk in jare, met elke dag van 'n onvoltooide jaar bereken as een driehonderd vyf-en-sestigste van 'n jaar, en die noemer is 60, met dien verstande egter dat sodanige pensioenvoordeel deur 0,3% verminder word vir elke voltooide maand in die tydperk tussen die datum van die werknemer se sestigste verjaardag en die eintlike datum van uitdienstreding.

(bb) 'n Kontantsom wat bereken word deur elke rand van een derde van die pensioen wat ingevolge subparagraaf (aa) bereken word met 'n faktor van 12 te vermenigvuldig.

(cc) Die volle pensioenvoordeel word teen die Fonds gedebiteer.

(b) In die geval van 'n lid van die Fonds in vaste diens, wat nie oor die keuse beskik om teen 'n laer ouderdom kragtens Gekonsolideerde Diensvoorwaarde 121 (5) afgedank te word nie, op grond van onderlinge toestemming kragtens Gekonsolideerde Diensvoorwaarde 120 afgedank word, word die voordele waarvoor in paragraaf (5) voorsiening gemaak word, toegepas, met dien verstande dat, indien 'n pensioen betaalbaar is, die volgende noemer die noemer vervang wat anders gebruik sou word, indien die lid die ouderdom bereik het waarvoor voorsiening gemaak word:

| Ouderdom | Noemer |
|----------|--------|
| 60.....  | 60     |
| 61.....  | 58     |
| 62.....  | 56     |
| 63.....  | 54     |
| 55.....  | 55     |
| 56.....  | 53     |
| 57.....  | 51     |
| 58.....  | 49     |

**Onbekwaamheid**

(13) Indien 'n lid van die Fonds voor superannuasie afgedank word op grond van onbekwaamheid ingevolge Gekonsolideerde Diensvoorwaarde 117, is die pensioenvoordele wat van toepassing is dié van toepassing op afdanking op grond van blywende slegte gesondheid of liggaamlike ongeskiktheid ten opsigte

physical disability not certified by a medical practitioner to be due to the member's own default [subject to the provisions of paragraph (6) (b) or (7) (b), as the case may be], provided, however, that such pension benefit shall be adjusted as to represent 75% thereof (i.e. the denominator shall be a constant 80 for ordinary personnel, 73 for locomotive personnel and 67 for flightdeck personnel). The whole pension benefit shall form a charge against the Fund.

**Permanent ill-health or physical disability**

(14) If a member, having contributed to the Fund for a period of less than 10 years, is retired by reason of permanent ill-health or physical disability in terms of Consolidated Service Condition 119, in respect of which a medical practitioner has certified that it was due to such member's own default, the member's own contributions without interest shall be refunded.

(15) (a) If a member, having contributed to the Fund for a period of less than 10 years, is retired by reason of permanent ill-health or physical disability in terms of Consolidated Service Condition 119, in respect of which a medical practitioner has not certified that it was due to such member's own default, the member shall be entitled to a refund of own contributions plus 2,5% of such refund in respect of each complete year for which contributions were made.

(b) An employer shall grant a member referred to in subparagraph (a) such sum by way of gratuity as it may deem fit but not less than the difference between the refund referred to in subparagraph (a) and an amount (which shall not be less than twice the amount of the member's contributions to the Fund) calculated on the member's pensionable emoluments at the time of leaving the service of the employer on the following scale:

| <b>Period of continuous service</b> | <b>Gratuity</b>   |
|-------------------------------------|---|
| Under 1 year .....                  | Nil.  |
| 1 year and over .....               | 0,5 months pensionable emoluments at the time of termination. |
| 2 years and over .....              | 1 months pensionable emoluments at the time of termination.   |
| 3 years and over .....              | 2 months pensionable emoluments at the time of termination.   |
| 4 years and over .....              | 3 months pensionable emoluments at the time of termination.   |
| 5 years and over .....              | 4 months pensionable emoluments at the time of termination.   |
| 6 years and over .....              | 5 months pensionable emoluments at the time of termination.   |
| 7 years and over .....              | 6 months pensionable emoluments at the time of termination.   |
| 8 years and over .....              | 7,5 months pensionable emoluments at the time of termination. |
| 9 years and over .....              | 9 months pensionable emoluments at the time of termination.   |

waarvan 'n mediese praktisyn nie gesertifiseer het dat dit deur die lid se eie toedoen veroorsaak is nie [onderworpe aan die bepalings van paragraaf (6) (b) of 7 (b), na gelang van die geval], met dien verstande egter dat sodanige pensioenvoordeel aangepas word om 75% daarvan te verteenwoordig (d.i. die noemer is 'n konstante 80 vir gewone personeel, 73 vir lokomotiefpersoneel en 67 vir vliegkajuitpersoneel). Die hele pensioenvoordeel word deur die Fonds betaal.

**Blywende slegte gesondheid of liggaamlike ongeskiktheid**

(14) Indien 'n lid wat tot die Fonds bygedra het vir 'n tydperk van minder as 10 jaar, aftree ten gevolge van blywende slegte gesondheid of liggaamlike ongeskiktheid ingevolge Gekonsolideerde Diensvoorwaarde 119, ten opsigte waarvan 'n mediese praktisyn gesertifiseer het dat dit deur sodanige lid se eie toedoen veroorsaak is, word die lid se eie bydraes sonder rente aan hom terugbetaal.

(15) (a) Indien 'n lid wat tot die Fonds bygedra het vir 'n tydperk van minder as 10 jaar, aftree ten gevolge van blywende slegte gesondheid of liggaamlike ongeskiktheid ingevolge Gekonsolideerde Diensvoorwaarde 119, ten opsigte waarvan 'n mediese praktisyn nie gesertifiseer het dat dit deur sodanige lid se eie toedoen veroorsaak is nie, is die lid geregtig op 'n terugbetaling van sy eie bydraes plus 2,5% van sodanige terugbetaling ten opsigte van elke voltooide jaar ten opsigte waarvan bydraes betaal is.

(b) Die werknemer ken aan 'n lid bedoel in subparagraaf (a) so 'n som toe by wyse van gratifikasie as wat eersgenoemde as geskik geag mag word, maar nie minder nie as die verskil tussen die terugbetaling gemeld in subparagraaf (a) en 'n bedrag (wat nie minder is as twee maal die bedrag van die lid se bydraes tot die Fonds nie) wat bereken word op die lid se pensioengewende emolumente op die tydstip wanneer hy die diens van die werkgewer verlaat het teen die volgende skaal:

| <b>Tydperk van ononderbroke diens</b> | <b>Gratifikasie</b>   |
|---------------------------------------|---|
| Minder as 1 jaar .....                | Geen.   |
| 1 jaar en langer .....                | 0,5 maande se pensioengewende emolumente ten tye van beëindiging. |
| 2 jaar en langer .....                | 1 maand se pensioengewende emolumente ten tye van beëindiging.    |
| 3 jaar en langer .....                | 2 maande se pensioengewende emolumente ten tye van beëindiging.   |
| 4 jaar en langer .....                | 3 maande se pensioengewende emolumente ten tye van beëindiging.   |
| 5 jaar en langer .....                | 4 maande se pensioengewende emolumente ten tye van beëindiging.   |
| 6 jaar en langer .....                | 5 maande se pensioengewende emolumente ten tye van beëindiging.   |
| 7 jaar en langer .....                | 6 maande se pensioengewende emolumente ten tye van beëindiging.   |
| 8 jaar en langer .....                | 7,5 maande se pensioengewende emolumente ten tye van beëindiging. |
| 9 jaar en langer .....                | 9 maande se pensioengewende emolumente ten tye van beëindiging.   |

For each completed month over and above the completed years taken into account, a proportion of the gratuity shall be calculated. Such proportion shall be calculated on the scale which was taken into account in calculating the gratuity for the completed years.

(16) If a member, having contributed to the Fund for a period of 10 years or more, is retired in terms of Consolidated Service Condition 119 by reason of permanent ill-health or physical disability, in respect of which a medical practitioner has certified that it was due to such member's own default, the member shall be entitled to a refund of the total amount of own contributions plus, in respect of each complete year for which contributions in excess of 13 years were made, 3,6% of such contributions.

(17) (a) The pension benefit payable to a member, who has the option to retire at a lower retirement age in terms of Consolidated Service Condition 121 (5), upon retirement from the service of such member's employer on the ground of permanent ill-health or physical disability in terms of Consolidated Service Condition 119 in respect of which a medical practitioner has not certified that it was due to the member's own default, after having contributed to the Fund for a period of ten years or more, shall [subject to the provisions of paragraph (6) (b) or (7) (b), as the case may be], be as follows:

(i) A pension which shall be calculated as a fraction of the member's last pensionable emoluments immediately preceding retirement. The numerator of the fraction shall be the period of membership of the Fund expressed in years, with each day of an incomplete year being reckoned as one three hundred and sixty-fifth of a year, and the denominator shall be—

(aa) 50 in the case of a member to whom the provisions of Consolidated Service Condition 121 (1) (c) or (d) apply;

(bb) 55 in the case of a member to whom Consolidated Service Condition 121 (1) (b) applies; and

(cc) 60 in the case of other members.

(ii) A cash sum which shall be calculated by multiplying each rand of one-third of the pensioen calculated in terms of subparagraph (i) by the factor 12,

provided that in the case of a female member who exercises both of the elections referred to in paragraph (26) (a) the appropriate factor set out below shall apply:

| Age              | Factor |
|------------------|--------|
| Up to 55.....    | 14,50  |
| 56.....          | 14,19  |
| 57.....          | 13,90  |
| 58.....          | 13,60  |
| 59.....          | 13,30  |
| 60 and over..... | 13,00, |

provided further that, in the case of a member to whom Consolidated Service Condition 121 (1) (b) applies, the factor of 13,50 shall be used for the purpose of calculating such cash sum and that, in the case of a member to whom Consolidated Service Condition 121 (1) (c) or (d) applies, the factor of 14,50 shall be used for such purpose, irrespective of the age of the member.

Vir elke voltooide maand bo en behalwe die voltooide jare wat in aanmerking geneem word, word 'n gedeelte van die gratifikasie bereken. So 'n gedeelte word bereken volgens die skaal wat by die vasstelling van die gratifikasie vir die voltooide jare in aanmerking geneem is.

(16) Indien 'n lid, wat bygedra het tot die Fonds vir 'n tydperk van 10 jaar of langer, aftree ingevolge Gekonsolideerde Diensvoorwaarde 119 ten gevolge van blywende slegte gesondheid of liggaamlike ongeskiktheid, ten opsigte waarvan 'n mediese praktisyn gesertifiseer het dat dit deur sodanige lid se eie toedoen veroorsaak is, is die lid geregtig op 'n terugbetaling van die totale bedrag van eie bydraes plus, ten opsigte van elke voltooide jaar bo 13 jaar ten opsigte waarvan bydraes betaal is, 3,6% van sodanige bydraes.

(17) (a) Die volgende pensioenvoordeel word betaal aan 'n lid wat die keuse het om op 'n laer aftreeouderdom ingevolge Gekonsolideerde Diensvoorwaarde 121 (5) af te tree [onderworpe aan die bepalinge van paragraaf (6) (b) of (7) (b), na gelang van die geval], indien sodanige lid, nadat bydraes vir 'n tydperk van 10 jaar of meer tot die Fonds betaal is, afgedank word ten gevolge van blywende slegte gesondheid of liggaamlike ongeskiktheid ingevolge Gekonsolideerde Diensvoorwaarde 119, ten opsigte waarvan 'n mediese praktisyn nie gesertifiseer het dat dit weens die lid se eie toedoen was nie:

(i) 'n Pensioen wat bereken word as 'n breuk van die lid se laaste pensioengewende emolumente onmiddellik voor uitdienstreding. Die teller van die breuk is die tydperk van lidmaatskap van die Fonds uitgedruk in jare, met elke dag van 'n onvoltooide jaar bereken as een driehonderd vyf-en-sestigste van 'n jaar, en die noemer is—

(aa) 50 in die geval van 'n lid waarop die bepalinge van Gekonsolideerde Diensvoorwaarde 121 (1) (c) of (d) van toepassing is;

(bb) 55 in die geval van 'n lid waarop die bepalinge van Gekonsolideerde Diensvoorwaarde 121 (1) (b) van toepassing is; en

(cc) 60 in die geval van ander lede.

(ii) 'n Kontantbedrag wat bereken word deur elke rand van 'n derde van die pensioen wat bereken word ingevolge subparagraph (i) te vermenigvuldig met die faktor 12,00,

met dien verstande dat in die geval van 'n vroulike lid wat albei keuses uitoefen waarna in paragraaf (26) (a) verwys word, die toepaslike faktor soos hieronder uiteengesit, gebruik word:

| Ouderdom        | Faktor |
|-----------------|--------|
| Tot 55.....     | 14,50  |
| 56.....         | 14,19  |
| 57.....         | 13,90  |
| 58.....         | 13,60  |
| 59.....         | 13,30  |
| 60 of ouer..... | 13,00, |

met dien verstande voorts dat, in die geval van 'n lid op wie Gekonsolideerde Diensvoorwaarde 121 (a) (b) van toepassing is, die faktor 13,50 gebruik word om sodanige kontantbedrag te bereken en dat, in die geval van 'n lid waarop Gekonsolideerde Diensvoorwaarde 121 (1) (c) of (d) van toepassing is, die faktor 14,50 vir sodanige doeleindes, ongeag die ouderdom van die lid, gebruik word.

(b) The pension benefits payable to a member referred to in subparagraph (a) but who does not have the option to elect to retire at a lower retiring age in terms of Consolidated Service Condition 121 (5), shall be those referred to in subparagraph (a), provided that, in the case of the pension, the denominators set out below shall be substituted for those set out in subparagraph (a), if the member has reached an age for which provision is made therein:

| Age     | Denominator |
|---------|-------------|
| 60..... | 60          |
| 61..... | 58          |
| 62..... | 56          |
| 63..... | 54          |
| 55..... | 55          |
| 56..... | 53          |
| 57..... | 51          |
| 58..... | 49          |
| 50..... | 50          |
| 51..... | 48          |
| 52..... | 46          |
| 53..... | 44          |

#### *Abscondment or resignation without notice*

(18) If an employee who is a member of the Fund absconds or resigns without having complied with the requirements of any law or contract regarding the giving of notice and the employer has not waived its right to receive such notice, such member's own contributions to the fund shall be refunded without interest.

#### *Abscondment or refusal to serve in concert*

(19) Whenever a number of employees acting in concert desert or refuse to serve, or absent themselves from duty without lawful cause or reasonable excuse, or resign without giving the notice required by any law, rule or contract, and in terms of any law applicable to the employer concerned are deemed in consequence to have terminated their services, such employees shall, notwithstanding anything in any law or these Rules contained, be entitled, after the expiration of a period of three months after they have so terminated their services, to receive on application a refund of own contributions to the Fund without any interest thereon, provided they have not been re-employed by the employer within the said period.

#### *Resignation*

(20) (a) (i) Subject to the provisions of subparagraph (b) hereof and the provision in rule 23 (2) (b), an employee who is a member of the Fund and who, after giving the notice required by any law or contract, resigns voluntarily, shall become entitled to a refund of the total amount of own contributions plus, in respect of each complete year for which contributions were paid in excess of 13 years, 3,6% of such contributions.

(b) In the case of a female employee who joined the service of an employer (or an employer's predecessor) prior to 1 January 1977 and who voluntarily resigns in contemplation of her marriage, after having notified the employer accordingly in her letter of resignation, the amount to be paid to her in terms of this paragraph shall not be less than twice the amount of her own contributions to the Fund for the period of her actual service. This subparagraph is not applicable to a female employee who took up such employment on or after 1 January 1977.

(b) Die pensioenvoordele betaalbaar aan 'n lid waarna in subparagraaf (a) verwys word, maar wat nie die keuse het om te kies om teen 'n laer aftreeouderdom ingevolge Gekonsolideerde Diensvoorwaarde 121 (5) af te tree nie, is daardie voordele waarna verwys word in subparagraaf (a), met dien verstande dat, in die geval van die pensioen, die onderstaande uiteengesette noemers vervang dié wat in subparagraaf (a) uiteengesit word, indien die lid 'n ouderdom bereik het waarvoor daarin voorsiening gemaak word:

| Ouderdom | Noemer |
|----------|--------|
| 60.....  | 60     |
| 61.....  | 58     |
| 62.....  | 56     |
| 63.....  | 54     |
| 55.....  | 55     |
| 56.....  | 53     |
| 57.....  | 51     |
| 58.....  | 49     |
| 50.....  | 50     |
| 51.....  | 48     |
| 52.....  | 46     |
| 53.....  | 44     |

#### *Dros of bedanking sonder kennisgewing*

(18) Indien 'n werknemer wat lid is van die Fonds dros of bedank sonder om aan die vereistes van enige wet of kontrak ten opsigte van kennisgewing te voldoen en die werkgewer nie afstand gedoen het van die reg om sodanige kennisgewing te ontvang nie, word die bedrag van die werknemer se eie bydraes aan die Fonds sonder rente aan hom terugbetaal.

#### *Dros of weiering om te werk deur 'n groep*

(19) Wanneer 'n aantal werknemers in oorleg met mekaar dros of weier om te werk, of sonder wettige oorsaak of redelike verskoning van diens afwesig bly, of bedank sonder om die kennis te gee wat 'n wet, reël of kontrak vereis, en daar gevolglik geag word kragtens enige wet wat op die betrokke werkgewer van toepassing is dat hulle hul diens beëindig het, is sodanige werknemers, ondanks andersluidende bepalings van enige wet of hierdie Statute, geregtig om, na verloop van 'n tydperk van drie maande nadat hulle aldus hul diens beëindig het, op aansoek 'n terugbetaling van eie bydraes tot die Fonds sonder rente daarop te ontvang, mits hulle nie binne die gemelde tydperk weer deur die werkgewer in diens geneem is nie.

#### *Bedanking*

(20) (a) (i) Onderworpe aan die bepalings van subparagraaf (b) hiervan en die bepaling in statuut 23 (2) (b), is 'n werknemer wat 'n lid van die Fonds is en vrywillig bedank nadat hy die kennis gegee het wat deur 'n wet of kontrak vereis word, geregtig op 'n terugbetaling van die totale bedrag van eie bydraes plus, 3,6% van sodanige bydraes vir elke jaar, ten opsigte waarvan bydraes betaal is, wat 13 jaar oorskry.

(b) In die geval van 'n werknemster wat voor 1 Januarie 1977 tot die diens van 'n werkgewer (of 'n werkgewer se voorganger) toegetree het en wat met die oog op haar huwelik vrywillig bedank nadat sy die werkgewer dienooreenkomstig in haar brief van bedanking in kennis gestel het, beloop die bedrag wat ingevolge hierdie paragraaf aan haar betaal word, nie minder as twee maal die bedrag van haar eie bydraes tot die Fonds vir die tydperk van haar werklike diens nie. Hierdie subparagraaf is nie van toepassing op 'n werknemster wat op of na 1 Januarie 1977 tot sodanige diens toegetree het nie.

**Dismissal**

- (21) (a) A member of the Fund, who—
  - (i) is dismissed on account of a disciplinary infringement, or
  - (ii) resigns in order to avoid dismissal or in anticipation of a charge alleging a disciplinary infringement being laid,

shall, subject to the provision of section 9 of the Act and, in a case falling under (i), subject to the provision of subparagraph (b), be paid what would have been due in terms of paragraph 18 to a member who resigns without giving the notice due.

(b) A member, who has paid contributions in respect of a period of continuous service of at least 20 years, and is dismissed as a result of a disciplinary infringement other than—

- (i) fraud or other serious disciplinary infringement of which dishonesty is an element, or
- (ii) deliberate malperformance of work.

may, notwithstanding anything to the contrary in these Rules, be granted by the Board, in lieu of any other benefit payable from the Fund, such pension as the Board may determine, not exceeding one-half of the pension which would have been applicable upon the date of dismissal if such member's services had been dispensed with upon that date in consequence of a reduction in or reorganisation of personnel, provided that—

(aa) no portion of such pension shall, except for the purposes of section 10 of the Act, be commuted by a cash payment, and

(bb) all payments of any such pension which are made before such member has attained the age fixed for retirement shall be made by the employer and all such payments which are made thereafter shall be made out of the Fund.

(c) Upon the decision of the Board to grant to any person a pension under subparagraph (b), such person's right to any other benefit payable from the Fund shall lapse.

(d) If a member referred to in subparagraph (b) is dismissed as a result of a disciplinary infringement which does not preclude the grant of a pension under that subparagraph, the person who dismisses the member shall, when dismissing such member, submit to the Board a recommendation as to whether or not the member should be granted a pension and notify the member of the recommendation.

(e) If the whole of a pension granted in terms of subparagraph (b) is commuted in a cash amount for the purpose of section 10 of the Act, the cash payment shall be not less than the aggregate of the contributions paid by the member.

(f) For the purpose of any commutation necessary in terms of subparagraph (b) (aa), the factor as indicated in the following table shall be used:

| Age     | Factor |
|---------|--------|
| 30..... | 18,19  |
| 31..... | 18,06  |
| 32..... | 17,93  |
| 33..... | 17,79  |
| 34..... | 17,65  |
| 35..... | 17,50  |

**Ontslag**

- (21) (a) 'n Lid van die Fonds—
  - (i) wat ontslaan word op grond van 'n disiplinêre oortreding, of
  - (ii) wat bedank ten einde ontslag te vermy of in afwagting van die inbring van 'n aanklag van 'n beweerde dissiplinêre oortreding,

word, onderworpe aan die bepaling van artikel 9 van die Wet en, in 'n geval wat onder (i) ressorteer, onderworpe aan die bepaling van subparagraaf (b), betaal dit wat kragtens paragraaf (18) verskuldig is aan 'n lid wat nie die vereiste kennis gee het nie.

(b) Indien 'n lid wat bydraes betaal het ten opsigte van 'n tydperk van ononderbroke diens van ten minste 20 jaar, ontslaan word ten gevolge van 'n dissiplinêre oortreding anders as—

- (a) bedrog of 'n ander ernstige dissiplinêre oortreding waarvan oneerlikheid 'n bestanddeel is, of
- (b) opsetlike wanverrigting van werk,

kan daar, ondanks andersluidende bepalings in hierdie Statute, deur die Raad in plaas van enige ander voordeel wat uit die Fonds betaalbaar is, sodanige pensioen toegeken word as wat die Raad mag bepaal, maar nie meer as die helfte van die pensioen waarop die lid op die datum van ontslag aanspraak sou kon maak het indien sodanige lid se dienste op daardie datum beëindig was ten gevolge van vermindering of reorganisasie van personeel nie, met dien verstande dat—

(aa) behalwe vir die doeleindes van artikel 10 van die Wet, geen gedeelte van so 'n pensioen in 'n kontantbetaling omgeset word nie, en

(bb) alle betalings van so 'n jaargeld wat gedoen word voordat so 'n lid die leeftyd bereik wat vir aftrede vasgestel is, deur die werkgewer gedoen en alle betalings wat daarna gedoen word uit die Fonds gedoen word.

(c) By besluit van die Raad om aan enige iemand 'n pensioen ingevolge subparagraaf (b) toe te ken, verval so 'n persoon se reg op enige ander voordeel wat uit die Fonds betaalbaar is.

(d) Indien 'n lid bedoel in subparagraaf (b) ontslaan word ten gevolge van 'n dissiplinêre oortreding wat nie die toekenning van 'n pensioen ingevolge daardie subparagraaf uitsluit nie, lê die persoon wat so 'n lid ontslaan, aan die Raad 'n aanbeveling voor of aan so 'n lid 'n pensioen toegeken behoort te word, al dan nie, en verwittig sodanige persoon die lid van die aanbeveling.

(e) Indien 'n jaargeld wat ingevolge subparagraaf (b) toegeken word in sy geheel in 'n kontantbetaling vir die doeleindes van artikel 10 van die Wet omgeset word, bedra die kontantbetaling nie minder as die totaal van die bydraes wat deur die lid betaal is nie.

(f) Vir die doel van enige omsetting ingevolge subparagraaf (b) (aa) word die faktor gebruik soos in die volgende tabel aangedui:

| Ouderdom | Factor |
|----------|--------|
| 30.....  | 18,19  |
| 31.....  | 18,06  |
| 32.....  | 17,93  |
| 33.....  | 17,79  |
| 34.....  | 17,65  |
| 35.....  | 17,50  |

| Age             | Factor |
|-----------------|--------|
| 36.....         | 17,35  |
| 37.....         | 17,19  |
| 38.....         | 17,03  |
| 39.....         | 16,86  |
| 40.....         | 16,68  |
| 41.....         | 16,50  |
| 42.....         | 16,31  |
| 43.....         | 16,11  |
| 44.....         | 15,90  |
| 45.....         | 15,69  |
| 46.....         | 15,47  |
| 47.....         | 15,24  |
| 48.....         | 15,00  |
| 49.....         | 14,75  |
| 50.....         | 14,50  |
| 51.....         | 14,50  |
| 52.....         | 14,25  |
| 53.....         | 14,00  |
| 54.....         | 13,75  |
| 55.....         | 13,50  |
| 56.....         | 13,00  |
| 57.....         | 12,75  |
| 58.....         | 12,50  |
| 59.....         | 12,25  |
| 60 or over..... | 12,00  |

| Ouderdom       | Faktor |
|----------------|--------|
| 36.....        | 17,35  |
| 37.....        | 17,19  |
| 38.....        | 17,03  |
| 39.....        | 16,86  |
| 40.....        | 16,68  |
| 41.....        | 16,50  |
| 42.....        | 16,31  |
| 43.....        | 16,11  |
| 44.....        | 15,90  |
| 45.....        | 15,69  |
| 46.....        | 15,47  |
| 47.....        | 15,24  |
| 48.....        | 15,00  |
| 49.....        | 14,75  |
| 50.....        | 14,50  |
| 51.....        | 14,50  |
| 52.....        | 14,25  |
| 53.....        | 14,00  |
| 54.....        | 13,75  |
| 55.....        | 13,50  |
| 56.....        | 13,00  |
| 57.....        | 12,75  |
| 58.....        | 12,50  |
| 59.....        | 12,25  |
| 60 of oor..... | 12,00  |

#### Temporary/contract employees

(22) If the services of a member, who—

(a) is in temporary employment, are terminated by notice given by such member's employer, on grounds other than a disciplinary infringement, or

(b) was engaged under contract for a fixed period, are terminated in terms of such member's contract,

the member shall be entitled to receive either a refund of own contributions plus 4% thereof for each complete year after the first year for which contributions were made, or the payment that would have been due in terms of these Rules in the event of voluntary resignation, whichever is the greater.

#### Death of member

(23) (a) Upon the death of a member of the Fund there shall be paid to the beneficiary (if any) specified in paragraph (26) and subject to the provisions of that paragraph, such pension benefit as is hereinafter in this paragraph provided for in relation to the particular class of beneficiary concerned.

(b) If such beneficiary is the deceased member's widow or widower there shall be paid benefits calculated as provided in subparagraph (c).

(c) Upon the death of a member there shall be paid to the widow or widower—

(i) the cash sum which would have been paid to the member had such member on the day immediately after the date of death retired by reason of permanent ill-health or physical disability, not certified by a medical practitioner to be due to such member's own default, with at least 10 years pensionable service with a pension benefit, and

(ii) a pension calculated at 80% of the pension that would have been paid to the member had such member on the day immediately after the date of

#### Tydlike/kontrakwerknemers

(22) Indien die dienste van 'n lid wat—

(a) in tydelike diens is, weens ander redes as 'n dissiplinêre oortreding, deur kennisgewing van sodanige lid se werknemer beëindig word, of

(b) in diens is onder kontrak vir 'n vasgestelde tydperk, ingevolge sodanige kontrak beëindig word,

is die lid geregtig om of 'n terugbetaling van eie bydraes te ontvang plus 4% daarvan vir elke voltooide jaar na die eerste jaar waarvoor bydraes betaal is, of die betaling wat van toepassing sou gewees het kragtens hierdie Statute by vrywillige bedanking, wat ook al die meeste is.

#### Dood van 'n lid

(23) (a) Wanneer 'n lid van die Fonds te sterwe kom, word daar aan die bevoordeelde (as daar is) genoem in paragraaf (26), en onderworpe aan die bepalings van daardie paragraaf, sodanige pensioenvoordeel betaal as wat hierna in hierdie paragraaf voorgeskryf word met betrekking tot die bepaalde kategorie van bevoordeelde wat betrokke is.

(b) Indien so 'n bevoordeelde die oorlede lid se weduwee of wewenaar is, word daar pensioenvoordele betaal bereken ingevolge subparagraph (c).

(c) By die dood van 'n lid word daar aan die weduwee of wewenaar betaal—

(i) die kontantbedrag wat aan die lid betaal sou gewees het indien sodanige lid op die dag onmiddellik na die datum van afsterwe op grond van blywende slegte gesondheid of liggaamlike ongeskiktheid ten opsigte waarvan daar nie deur 'n mediese praktisyn gesertifiseer is dat dit aan sodanige lid se eie toedoen te wyte is nie, sou afgetree het met ten minste 10 jaar pensioengewende diens met 'n pensioenvoordeel, en

(ii) 'n pensioen wat bereken word deur 80% van die pensioen wat betaal sou gewees het indien sodanige lid op die dag onmiddellik na die datum van

death been retired by reason of permanent ill-health or physical disability with a pension, multiplied by the factor arrived at by dividing the total of pensionable service and the number of years service that could still have been rendered from the date of death to the date of retirement in terms of Consolidated Service Condition 121 (1), by the period of pensionable service.

(d) The pension benefit payable to the widow or widower of a deceased member to whom Consolidated Service Condition 121 (1) (b) applied and who was promoted to a position governed by the provisions of Consolidated Service Condition 121 (1) (a) shall not be less than the benefit that would have been due had the deceased member not been so promoted.

(e) (i) No claim shall be enforceable by a person who claims to be a partner of a customary union with a deceased member, unless—

(aa) the said person produces a certificate issued by the appropriate authority reflecting the name of the partner or, in the case of a union with more than one wife, the names of the partners with whom the deceased member contracted a customary union which still existed at the time of his death; and

(bb) the said person's name is mentioned on such certificate.

(ii) A partner of a customary union whose name has been *bona fide* omitted from a certificate issued in terms of subparagraph (i) by the appropriate authority, shall have no claim against the employer or the Fund as a result of such omission.

(iii) Where the certificate referred to in subparagraph (i) indicates that the deceased member is survived by more than one female partner of a customary union, the benefits prescribed in subparagraph (c) shall be divided in equal parts among such widows.

(iv) Upon the death of a widow pensioner referred to in subparagraph (i), whose husband retired after 1 April 1986, a pension in terms of subparagraph (f) (ii) shall be payable to her dependant child or stepchild.

(f) If the beneficiary referred to in subparagraph (a) is the minor child or stepchild or dependent adult child or stepchild of a deceased member, there shall, where such a member dies on or after 2 April 1986, be paid

(i) the cash amount, and

(ii) in the case of—

(aa) an unmarried child or stepchild under the age of 18 years,

(bb) an unmarried full-time scholar/student up to the age of 26 years (subject to satisfactory progress),

(cc) a child (irrespective of age) who suffers from a disablement which in the opinion of the Manager justifies such action, or

(dd) a child or stepchild undergoing initial military training where circumstances in the opinion of the Manager justify such action.

afsterwe op grond van blywende slegte gesondheid of liggaamlik ongeskiktheid sou afgetree het met 'n pensioen, te vermenigvuldig met die faktor wat verkry word deur die totaal van pensioengewende diens en die aantal jare diens wat nog gelewer kon gewees het van die datum van afsterwe tot die datum van uitdienstreding soos kragtens Gekonsolideerde Diensvoorwaarde 121 (1) bepaal, te deel deur die tydperk van pensioengewende diens.

(d) Die pensioenvoordeel betaalbaar aan die weduwe of wewenaar van 'n afgestorwe lid op wie Gekonsolideerde Diensvoorwaarde 121 (1) (b) van toepassing was en wat bevorder is tot 'n betrekking onderworpe aan die bepalings van Gekonsolideerde Diensvoorwaarde 121 (1) (a), is nie minder nie as die voordeel wat van toepassing sou gewees het indien die oorlede lid nie aldus bevorder was nie.

(e) (i) Geen eis is afdwingbaar deur 'n persoon wat beweerdelik 'n vennoot is in 'n gebruikelike verbinding [soos omskryf in artikel 35 van die Swart Administrasie Wet, 1927 (Wet No. 38 van 1927)] met die gestorwe lid nie, tensy—

(aa) die genoemde persoon 'n sertifikaat toon wat die naam van die vennoot aangee en wat uitgereik is deur die toepaslike gesag of, in die geval van 'n verbinding met meer as een vrou, die name van die vennote met wie die gestorwene 'n gebruikelike verbinding aangegaan het, wat steeds ten tye van sy afsterwe bestaan het; en

(bb) die genoemde persoon se naam op so 'n sertifikaat gemeld word.

(ii) 'n Vennoot van 'n gebruikelike verbinding wie se naam te goeder trou weggelaat is van 'n sertifikaat wat kragtens subparagraaf (i) deur die toepaslike gesag uitgereik is, het as gevolg van sodanige weglating, geen eis teen die werkgewer of die Fonds nie.

(iii) Waar die sertifikaat waarna verwys word in subparagraaf (i) aandui dat die afgestorwene oorleef word deur meer as een vroulike vennoot in 'n gebruikelike verbinding, word die voordele soos voorgeskryf in subparagraaf (c) in gelyke dele tussen sodanige weduwees verdeel.

(iv) By die dood van 'n weduweepensioentrekker genoem in subparagraaf (i), wie se eggenoot na 1 April 1986 afgetree het, word 'n pensioen ingevolge subparagraaf (f) (ii) aan haar afhanklike kind of stiefkind betaal.

(f) Indien die bevoordeelde gemeld in subparagraaf (a) 'n oorlede lid se minderjarige kind of stiefkind of afhanklike meerderjarige kind of stiefkind is, word daar, waar so 'n lid op of na 2 April 1986 te sterwe kom—

(i) die kontantbedrag betaal, en

(ii) in die geval van—

(aa) 'n ongetroude kind of stiefkind onder 18 jaar,

(bb) 'n ongetroude voltydse skolier/student tot die ouderdom van 26 jaar (onderworpe aan bevredigende vordering),

(cc) 'n kind (ongeach ouderdom) wat aan 'n ongeskiktheid ly wat volgens die mening van die Bestuurder sodanige optrede regverdig, of

(dd) 'n kind of stiefkind wat aanvanklike militêre opleiding ondergaan wat volgens die mening van die Bestuurder sodanige optrede regverdig.

a pension based on the pension a widow or widower would have received, on the basis that one child receives 40% of such pension, two children 60% and three or more children 80%.

(g) In the case of a member who, in terms of Consolidated Service Condition 121 (5) has an option to retire at the lower retiring age referred to therein, who, neither exercises such option nor the right to take a cash sum prior to retirement, and who dies, the beneficiary shall be paid the cash sum, which would have been paid to the member on retirement on the day immediately after the date of death, and a pension in terms of subparagraph (b).

(h) In the case of a member who, in terms of Consolidated Service Condition 121 (5) has an option to retire at the lower retiring age referred to therein, who exercises the option to receive a cash sum on reaching the lower retirement date and who dies after such payment is made, the beneficiary shall be paid a further cash sum equivalent to that which would have been paid to the member upon retirement on the day immediately after the date of death and a pension in terms of subparagraph (b) or (f), as the case may be.

#### *Death of a pensioner*

(24) (a) Upon the death of a person who is in receipt of a pension in terms of these Rules, there shall be paid to the beneficiary, if any, specified in paragraph (26), and subject to the provisions of that paragraph, such pension benefit as is provided for in this rule in relation to the particular class of beneficiary concerned.

(b) If such beneficiary is the deceased pensioner's widow or widower there shall be paid a pension calculated as follows:

(i) Where the deceased pensioner retired on attaining the retirement age, it shall be calculated at 80% of the pension which was payable to the deceased pensioner at the date of death.

(ii) Where the deceased pensioner retired before attaining the retirement age, it shall be calculated by multiplying 80% of the pension which was payable at the date of death, by the factor which is arrived at by dividing the total of pensionable service and the number of years service that the member could still have rendered from the date of death to the date of retirement under Consolidated Service Condition 121 (1), by the period of pensionable service.

(c) If the beneficiary referred to in subparagraph (a) is not the deceased pensioner's widow or widower but a dependant child or stepchild, a pension shall be paid on the basis that one child receives 40% of the widow's or widower's pension, two children 60% and three or more children 80%.

(d) Upon the death of a widow or widower referred to in subparagraph (b) a pension shall be paid to any dependant child or stepchild on the basis referred to in subparagraph (c).

(e) Upon the death of a pensioner to whom a pension was paid upon dismissal after the completion of 20 years service, there shall be paid to the widow, widower

'n pensioen gebaseer op die pensioen wat 'n weduwee of wewenaar sou ontvang het, op die grondslag dat een kind 40% van sodanige pensioen ontvang, twee kinders 60% en drie of meer kinders 80%.

(g) In die geval van 'n lid wat kragtens Gekonsolideerde Diensvoorwaarde 121 (5) die keuse het om af te tree op die laer aftree-ouderdom soos daarin verwys word, en wat nie die keuse uitoefen nie of die reg gebruik om 'n kontantbedrag voor aftrede te ontvang nie en wat sterf, word daar aan die bevoordeelde die kontantbedrag betaal, wat betaal sou geword het by aftrede op die dag onmiddellik na die datum van afsterwe, en 'n pensioen ingevolge subparagraaf (b).

(h) In die geval van 'n lid wat kragtens Gekonsolideerde Diensvoorwaarde 121 (5) die keuse het om af te tree op 'n laer aftree-ouderdom soos daarin gemeld word en wat die keuse uitoefen om die kontantbedrag te ontvang by bereiking van die laer aftreeouderdom en wat sterf nadat sodanige betaling geskied het, word 'n verder kontantbedrag aan die bevoordeelde betaal gelykstaande met die wat aan die lid betaal sou gewees het by aftrede op die dag onmiddellik na die datum van afsterwe en 'n pensioen kragtens subparagraaf (b) of (f) na gelang van die geval.

#### *Dood van 'n pensioentrekker*

(24) (a) By die dood van 'n persoon wat 'n pensioen ontvang kragtens hierdie Statute, word daar aan die bevoordeelde (as daar is) genoem in paragraaf (26), en onderworpe aan die bepalings van daardie paragraaf, sodanige pensioenvoordeel betaal as wat in hierdie paragraaf voorgeskryf word met betrekking tot die bepaalde kategorie van bevoordeelde wat betrokke is.

(b) Indien so 'n bevoordeelde die oorlede pensioentrekker se weduwee of wewenaar is, word 'n pensioen betaal wat soos volg bereken word:

(i) Waar die oorlede pensioentrekker afgetree het by bereiking van die aftreeleeftyd, word dit bereken teen 80% van die jaargeld wat aan die oorlede pensioentrekker op die datum van afsterwe betaalbaar was.

(ii) Waar die oorlede pensioentrekker voor bereiking van die aftreeleeftyd afgetree het, word dit bereken deur 80% van die jaargeld wat op die datum van afsterwe betaalbaar was, te vermenigvuldig met die faktor wat verkry word deur die totaal van pensioengewende diens en die aantal jare diens wat nog gelewer sou kom gewees het van die datum van afsterwe tot die datum van aftrede kragtens Gekonsolideerde Diensvoorwaarde 121 (1), te deel deur die tydperk van pensioengewende diens.

(c) Indien die bevoordeelde gemeld in subparagraaf (a) nie die oorlede pensioentrekker se weduwee of wewenaar is nie, maar 'n afhanklike kind of stiefkind, word 'n pensioen betaal op die grondslag dat een kind 40% van die weduwee of wewenaar se pensioen ontvang, twee kinders 60% en drie of meer kinders 80%.

(d) By die dood van 'n weduwee of wewenaar gemeld in subparagraaf (b) word 'n pensioen aan enige afhanklike kind of stiefkind op die grondslag gemeld in subparagraaf (c) betaal.

(e) By die dood van 'n pensioentrekker aan wie 'n pensioen by ontslag na voltooiing van 20 jaar diens betaal was, word daar aan die weduwee of wewenaar of

or dependant children or stepchildren a pension calculated in accordance with subparagraph (b) or (c), as the case may be, provided that, if the deceased pensioner leaves no widow, widower or dependant children or stepchildren, no further payment shall be made.

(f) In relation to the death of a pensioner referred to in paragraph (a) —

(i) who ceased to be a member of the New Fund on or before 26 July 1951, section 32 of the Railways and Harbours Superannuation Fund Act, 1925 (Act 24 of 1925), as it existed immediately prior to that date, shall continue to apply;

(ii) who was a member of the New Fund on or after 26 July 1951, but ceased to be a member on or before 1 March 1956, the said section 32, as substituted by section 15 of the Railways and Harbours Acts Amendment Act, 1951 (Act No. 63 of 1951), shall continue to apply, provided that in the application of the said section 32 in relation to the death of any such pensioner, section 31 (3) of the Railways and Harbours Superannuation Fund Act, 1925 (Act No. 24 of 1925), as substituted by section 14 of the Railways and Harbours Acts Amendment Act, 1951, shall be construed as if for the words "The sum on which such annuity is in terms of this subsection required to be based", there were substituted the words "The sum which is thus found to be the greater shall be increased by adding thereto an amount equal to 10% thereof, which increased sum"; or

(iii) who ceased to be a member of the New Fund on or after 1 March 1956 but before 1 April 1968, and who died or dies after 31 March 1959, section 31 of the Railways and Harbours Superannuation Fund Act, 1960 (Act No. 39 of 1960), as it existed immediately prior to 1 April 1968, shall continue to apply.

(25) The pension (if any) to which the widow of a pensioner, who was in receipt of a pension in respect of his contributions to the Railways and Harbours Superannuation Fund constituted under Chapter III of the Railways and Harbours Service Act, 1912 (Act No. 28 of 1912), is entitled upon his death in terms of the provision of section 49 of that act shall be enhanced by an amount equal to 10% of such pension.

#### *Beneficiaries upon death of member or pensioner*

(26) (a) The payment provided for in paragraphs (23) and (24) shall be made only when the member or pensioner leaves one or other of the following relatives:

(i) A widow or widower, provided that a female member may elect on or before 1 January 1991 that no pension benefit shall be payable to her widower, if there is one, upon her death, and provided further that a "widow" or "widower" for the purpose of this subparagraph, shall include a partner of a customary union as defined in section 35 of the Black Administration Act, 1927 (Act No. 38 of 1927), or

afhanklike kinders of stiefkinders 'n pensioen betaal bereken ooreenkomstig subparagraaf (b) of (c), na gelang van die geval, met dien verstande dat, indien die oorlede pensioentrekker geen weduwee of wewenaar of afhanklike kinders of stiefkinders nalaat nie, geen verdere betaling gemaak word nie.

(f) Met betrekking tot die dood van 'n pensioentrekker genoem in paragraaf (a) —

(i) wat op of voor 26 Julie 1951 opgehou het om 'n lid van die Nuwe Fonds te wees, bly artikel 32 van die "Spoorwegan en Havens Superannuatie Fonds Wet, 1925" (Wet No. 24 van 1925), soos dit onmiddellik voor daardie datum bestaan het, van toepassing;

(ii) wat op of na 26 Julie 1951 'n lid van die Nuwe Fonds was maar op of voor 1 Maart 1956 opgehou het om 'n lid te wees, bly die genoemde artikel 32, soos vervang deur artikel 15 van die Wysigingswet op Spoorweg- en Hawewette, 1951 (Wet No. 63 van 1951), van toepassing, met dien verstande dat by die toepassing van genoemde artikel 32 met betrekking tot die dood van so 'n pensioentrekker, artikel 31 (3) van die "Spoorwegan en Havens Superannuatie Fonds Wet, 1925" (Wet No. 24 van 1925), soos vervang deur artikel 14 van die Wysigingswet op Spoorweg- en Hawewette, 1951, vertolk word asof die woorde "De som die volgens voorschrift van dit subartikel als grondslag voor de berekening van bedoeld pensioen moet dienen" vervang was deur die woorde "De som die aldus bevonden wordt de hoogste te zijn verhoogde door toevoeging van een bedrag gelijkstaande met 10% ervan, en zodanige verhoogde som"; of

(iii) wat op of na 1 Maart 1956 maar voor 1 April 1968 opgehou het om 'n lid van die Nuwe Fonds te wees, en wat na 31 Maart 1959 te sterwe gekom het of te sterwe kom, bly artikel 31 van die Wet op Spoorweg- en Hawesuperannuasiefonds, 1960 (Wet No. 39 van 1960), soos dit onmiddellik voor 1 April 1968 bestaan het, van toepassing.

(25) Die pensioen (as daar is) waarop die weduwee van 'n pensioentrekker, wat 'n pensioen ontvang het ten opsigte van sy bedraes tot die Spoorweg- en Hawesuperannuasiefonds gestig kragtens Hoofstuk III van die Spoorweg en Havendienstwet, 1912 (Wet No. 28 van 1912), met sy afsterwe kragtens die bepaling van artikel 49 van daardie wet geregtig is, word deur 'n bedrag gelyk aan tot 10% van so 'n pensioen vermeerder.

#### *Bevoordeeldes by die afsterwe van 'n lid of pensioentrekker*

(26) (a) Die betaling waarvoor daar in paragrawe (23) en (24) voorsiening gemaak word, word slegs gedoen wanneer die lid of pensioentrekker een of die ander van die volgende verwante nalaat:

(i) 'n Weduwee of wewenaar, met dien verstande dat 'n vroulike lid op of voor 1 Januarie 1991 'n keuse mag uitoefen dat geen pensioenvoordeel by haar dood aan haar wewenaar, as daar is, betaal word nie, en met dien verstande voorts dat 'n "weduwee" of "wewenaar" vir die doel van hierdie paragraaf 'n vennoot in 'n gebruikelike verbinding soos omskryf in die Swart Administrasie Wet, 1927 (Wet No. 38 van 1927), insluit, of

(ii) minor children or stepchildren, or dependent adult children or stepchildren, provided that a female member may elect on or before 1 January 1991 that no pension benefit shall be payable upon her death to the children or stepchildren referred to in this subparagraph, should there be any.

In all cases payment shall be made to the persons aforesaid or, in the discretion of the Board, to some person on their behalf.

(b) Payments shall be made in the following order of preference unless that order of preference is varied by the member or pensioner by written notice to the employer:

(i) to the widow or widower, or

(ii) to the children and stepchildren, in equal shares.

(c) A child whom a member or pensioner has adopted under the provisions of any law relating to the adoption of children shall, for the purpose of this paragraph, be treated as a legitimate child of the member or pensioner, unless the member or pensioner by written notice to the employer had directed that such child should not be accepted as a legitimate child for the purpose of this paragraph.

(d) For the purpose of this paragraph, the mother of an illegitimate child of the deceased member or pensioner, or a dependent illegitimate child, or a dependent adopted child who has not been legally adopted as aforesaid or who has been legally adopted as aforesaid but is not deemed to be a legitimate child in terms of subparagraph (c), shall, where there is no widow or legitimate child, have the same rights as a widow and a legitimate child, respectively. This subparagraph is, however, subject to the proviso that an illegitimate child, as contemplated above, who upon the demise of the member or at any time thereafter until becoming self supporting is not cared for or supported by the mother who qualifies for the benefits, shall have the primary claim to any benefits, in which case such mother shall have no claim upon the payment or continued payment of such benefits. The power to award such benefits rests with the Manager.

(e) The written notice referred to in subparagraphs (b) and (c) shall be given in the form of a communication, duly signed by witnesses, clearly indicating the member's or pensioner's wishes. If in order, the said communication shall be submitted by the employer to the Manager, acknowledged by the latter, transmitted to the Executive Committee and recorded in its minutes.

(f) When a member dies and leaves no relatives referred to in the preceding subparagraphs, benefits applicable in the case of voluntary resignation shall be paid to the person lawfully administering the estate.

(g) A claim for benefits from the Fund arising in consequence of death shall be payable within 21 days after production of evidence of its validity and of the title of the claimant to receive such benefits.

(ii) minderjarige kinders of stiefkinders, of afhanklike volwasse kinders of stiefkinders, met dien verstande dat 'n vroulike lid op of voor 1 Januarie 1991 'n keuse mag uitoefen dat geen pensioenvoordeel by haar dood aan die kinders of stiefkinders genoem in hierdie subparagraaf, as daar is, betaal word nie.

Betaling word in alle gevalle gedoen aan die voormelde persone of, na goeddunke van die Raad, aan iemand anders ten behoeve van hulle.

(b) Betalings word in die volgende orde van voorrang gedoen, tensy daardie orde van voorrang deur die lid of pensioentrekker deur skriftelike kennisgewing aan die werkgewer verander word:

(i) Aan die weduwee of wewenaar, of

(ii) aan die kinders of stiefkinders, in gelyke dele.

(c) 'n Kind wat deur 'n lid of pensioentrekker kragtens die bepalings van 'n wet van toepassing op die aanneming van kinders aangeneem is, word vir die doel van hierdie paragraaf as die lid of pensioentrekker se wettige kind beskou, tensy die lid of pensioentrekker deur skriftelike kennisgewing aan die werkgewer gelas het dat sodanige kind nie as die wettige kind vir die doel van hierdie paragraaf aanvaar sal word nie.

(d) By die toepassing van hierdie paragraaf het die moeder van 'n onegte kind van die oorlede lid of pensioentrekker, of 'n afhanklike onegte kind, of 'n afhanklike aangenome kind wat nie soos voormeld wettig aangeneem is nie of wat soos voormeld wettig aangeneem is, maar nie ingevolge subparagraaf (c) geag word 'n egte kind te wees nie het, indien daar geen weduwee of egte kind is nie, onderskeidelik dieselfde regte as 'n weduwee en 'n egte kind. Hierdie subparagraaf is egter onderhewig aan die voorbehoudsbepaling dat 'n onegte kind, soos hierbo bedoel, wat by die afsterwe van 'n lid of enige tyd daarna totdat sodanige kind selfversorgend raak nie deur die moeder wat vir die voordele kwalifiseer, versorg of onderhou word nie, primêre aanspraak het op enige voordele in welke geval sodanige moeder op die betaling of voortgesette betaling van sodanige voordele geen aanspraak het nie. Die bevoegdheid om sodanige voordele toe te staan, berus by die Bestuurder.

(e) Die skriftelike kennisgewing gemeld in subparagrafe (b) en (c) word verstrek in die vorm van 'n mededeling, behoorlik deur getuies onderteken, waarin die lid of pensioentrekker se begeerte duidelik uiteengesit word. Indien dit na behore is, word sodanige mededeling deur die werkgewer aan die Bestuurder voorgelê en deur laasgenoemde erken en aan die Uitvoerende Komitee voorgelê en in die notules van die Uitvoerende Komitee aangeteken.

(f) Wanneer 'n lid te sterwe kom en geen verwante soos in voorgaande paragrafe vermeld, nalaat nie, word voordele met betrekking tot vrywillige bedanking betaal aan die persoon wat wettig die boedel beredder.

(g) 'n Eis om voordele uit die Fonds voortspruitend uit dood, word binne 21 dae betaal nadat getuienis ter staving van die geldigheid daarvan en die aanspraak van die eiser om sodanige voordele te ontvang, ingelewer is.

**Annual increase**

(27) The pension received by a pensioner, including a widow or widower pensioner, shall be increased by 2%, compounded annually, for each completed year in respect of which the pension has been or is received, provided that in the case of a widow or widower pensioner, the 2% enhancement of the pension shall be calculated from the date on which the pension first became payable to the original pensioner.

**Payment to person other than beneficiary**

(28) The Manager may, if he is satisfied, after having considered a report by two medical practitioners, that any beneficiary to whom any amount is payable under these Rules is, by reason of a mental condition, unable to manage his or her own affairs, order—

(a) that such amount be paid to some other person upon such conditions as the Manager may determine as to its administration for the benefit of the beneficiary; or

(b) that a portion of such amount be so paid or be paid to the beneficiary, and that the balance be paid, in the order of preference laid down in paragraph (26), to the persons mentioned in that paragraph who are dependent upon the beneficiary, or to some other person upon such conditions as the Manager may determine as to its administration, in accordance with the said order of preference, for the benefit of any such dependent person, or that the balance be partly so paid to any such dependent person and partly to such other person upon the conditions aforesaid,

provided that no such order shall be made in respect of a beneficiary for the administration of whose estate a *curator bonis* has been appointed and that any such order shall lapse if a *curator bonis* for the administration of the estate of the beneficiary concerned is appointed.

**Payment to estate**

(29) (1) When the amounts referred to in paragraphs (23), (24) and (26) have been paid to any person mentioned therein other than the person lawfully administering the estate of a deceased member or pensioner, the employer and the Fund shall be exempt from any further claim under any of those paragraphs, and no such amount shall be deemed to form part of the estate of the deceased.

(2) When an amount has, in terms of paragraph (26) (f), been paid to the person lawfully administering the estate of a deceased member or pensioner and it is subsequently discovered that such deceased member or pensioner left any such relatives as are referred to in paragraph (26) (a), there shall, subject to the provisions of paragraph (26) (b), be paid to such relatives such a sum or balance as is mentioned in paragraph (23) or (24) (as the case may be) less the said amount, and on payment of such sum or balance the employer and the Fund shall be exempt from any further claim under paragraph (23), (24) or (26).

**Circumstances not provided for**

(30) (a) Should a member be retired under circumstances that, in the opinion of the Board, should entitle such member to a pension benefit in terms of these Rules, and should express provision not have been

**Jaarlikse verhoging**

(27) Die pensioen wat deur 'n pensioentrekker, insluitende 'n weduwee- of wewenaarpensioentrekker, ontvang word, word verhoog met 2% jaarliks saamgestel, vir elke voltooide jaar ten opsigte waarvan dit ontvang is of word, met dien verstande dat in die geval van 'n weduwee- of wewenaarpensioentrekker, die 2% verhoging van die pensioen bereken word vanaf die datum waarop die pensioen die eerste keer aan die oorspronklike pensioentrekker, betaalbaar geword het.

**Betaling aan iemand anders as bevoordeelde**

(28) Die Bestuurder, indien op grond van 'n verslag uitgereik deur twee geneeshere oortuig dat enige bevoordeelde aan wie 'n bedrag betaalbaar is kragtens hierdie Statute, vanweë 'n geestestoestand nie in staat is om sy of haar eie sake te behartig nie, kan gelas—

(a) dat sodanige bedrag aan iemand anders betaal word op sulke voorwaardes as wat die Bestuurder mag bepaal met betrekking tot die behartiging daarvan ten bate van die bevoordeelde; of

(b) dat 'n gedeelte van sodanige bedrag aldus betaal of aan die bevoordeelde betaal word en dat die saldo volgens die orde van die voorrang in paragraaf (26) bepaal, betaal word aan die persone in daardie paragraaf vermeld wat van die bevoordeelde afhanklik is of aan 'n ander persoon op sulke voorwaardes as wat die Bestuurder mag bepaal met betrekking tot die behartiging daarvan, ooreenkomstig bedoelde orde van voorrang, ten bate van so 'n afhanklike persoon, of dat die saldo gedeeltelik aldus betaal word aan so 'n afhanklike persoon en gedeeltelik aan so 'n ander persoon, op voormelde voorwaardes,

met dien verstande dat so 'n lasgewing nie uitgereik word ten opsigte van 'n bevoordeelde vir die behartiging van wie se boedel 'n kurator van goedere aangestel is nie, en dat so 'n lasgewing verval indien 'n kurator van goedere vir die behartiging van die boedel van die betrokke bevoordeelde aangestel word.

**Betaling aan boedel**

(29) (1) Wanneer die bedrae gemeld in paragrawe (23), (24) en (26) betaal is aan die persoon daarin vermeld wat nie die persoon is wat wettig die boedel van 'n oorlede lid of pensioentrekker beredder nie, word die werkgewer en die Fonds vrygestel van enige verdere eis ingevolge enige van daardie paragrawe en word geen sodanige bedrag geag deel van die oorledene se boedel uit te maak nie.

(2) Wanneer 'n bedrag ingevolge paragraaf (26) (f) betaal is aan die persoon wat wettig die boedel van 'n oorlede lid of pensioentrekker beredder en dit daarna ontdek word dat so 'n oorlede lid of pensioentrekker sulke verwante nagelaat het as wat in paragraaf (26) (a) genoem word, word daar, onderworpe aan die bepalinge van paragraaf (26) (b), aan sodanige verwante so 'n som of saldo betaal as wat in paragraaf (23) of (24) (na gelang van die geval) vermeld word, min die bedrag alreeds betaal, en by betaling van sodanige som of saldo word die werkgewer en die Fonds van enige verdere eis ingevolge paragraaf (23), (24) of (26) vrygestel.

**Omstandighede waarvoor nie voorsien word nie**

(30) (a) Indien 'n lid aftree onder omstandighede wat, volgens die mening van die Raad, sodanige lid geregtig behoort te maak op 'n pensioenvoordeel kragtens hierdie Statute en uitdruklike voorsiening nie

made to cover such circumstances, the Board may decide what pension benefit should be granted and, upon such decision having been made, such pension benefit shall be awarded.

(b) Should provision not be made in these Rules to treat a period of employment as pensionable service that should, in the opinion of the Board, be so treated, the Board may authorise the recognition of such employment as pensionable service and prescribe when and in what manner contributions and interest shall be paid in respect thereof.

#### *Non-contributory periods*

(31) Subject to the provisions of rule 23, no person shall be entitled to a pension benefit in respect of a period for which no contribution has been made or will be made by or on behalf of such person.

#### HOW MONTHLY INTEREST IS CALCULATED

**33.** For the purpose of calculating interest in connection with any matters relating to the Fund a month shall be taken as one twelfth of a year.

#### PROVISION IN CASE OF A PENSIONER WHO IS RE-EMPLOYED

**34.** If a member of the Fund has been granted a pension under these Rules (or appropriate provisions that preceded these Rules) and is thereafter re-employed, such member shall—

(a) continue to receive the pension being paid; and

(b) if re-employed in other than a casual capacity—

(i) become a member of the Fund under the same conditions as those prescribed for initial admission to the Fund;

(ii) contribute to the Fund at the prescribed rate on the basis of the pensionable emoluments received during the period of re-employment; and

(iii) on leaving the service of the employer for any reason, be granted the pension benefit prescribed in these Rules applicable to the particular circumstances of the case.

#### PAYMENT OF PENSIONS

**35.** (1) The Manager shall arrange for the monthly amount of a pension due, to be credited to a pensioner's savings account at a building society or a savings account or current account at a commercial bank to be nominated by the pensioner.

(2) (a) Where exceptional circumstances prevail the Manager may arrange for the payment of pensions by means of pension warrants, the encashment of which shall be subject to such conditions as the Manager may prescribe and which shall be reflected on the warrants.

(b) The payment of a pension by means of warrants shall be made monthly not earlier than a date to be determined by the Manager, which date shall be reflected on the warrants.

gemaak is om sodanige omstandighede te dek nie, kan die Raad besluit watter pensioenvoordeel toegeken behoort te word en wanneer so 'n besluit geneem is, word sodanige pensioenvoordeel toegestaan.

(b) Indien daar nie in hierdie Statute voorsiening gemaak is om 'n tydperk van diens as pensioengewende diens te beskou nie, welke tydperk volgens die mening van die Raad as pensioengewende diens beskou behoort te word, kan die Raad die erkenning van sodanige diens as pensioengewende diens magtig en bepaal wanneer en op watter wyse bydraes en rente ten opsigte daarvan betaal moet word.

#### *Tydperke waartydens nie bygedra word nie*

(31) Onderworpe aan die bepalings van statuut 23, is geen persoon geregtig op 'n pensioenvoordeel ten opsigte van 'n tydperk waarvoor geen bydrae deur of namens sodanige persoon gemaak is of gemaak sal word nie.

#### HOE MAANDELIKSE RENTE BEREKEN WORD

**33.** Ten einde rente te bereken in verband met enige aangeleenthede met betrekking tot die Fonds, word 'n maand as een twaalfde van 'n jaar gereken.

#### VOORSIENING IN GEVAL VAN 'N PENSIOENTREKKER WAT WEER IN DIENS GENEEM WORD

**34.** Indien 'n lid van die Fonds aan wie 'n pensioen kragtens hierdie Statute (of toepaslike bepalings wat hierdie Statute voorafgegaan het) toegeken is en daarna weer in diens geneem word—

(a) ontvang sodanige lid steeds die pensioen wat betaal word; en

(b) indien in 'n ander hoedanigheid as 'n los hoedanigheid weer in diens geneem word—

(i) word sodanige lid 'n lid van die Fonds ingevolge dieselfde voorwaardes as die wat 'n vereiste is vir oorspronklike toelating tot die Fonds;

(ii) dra sodanige lid tot die Fonds by teen die voorgeskrewe skaal op die grondslag van die pensioengewende emolumente wat gedurende die tydperk van weerindiensneming ontvang word; en

(iii) ontvang sodanige lid, by diensverlating om enige rede, die pensioenvoordeel wat in hierdie Statute voorgeskryf word en van toepassing is op die besondere omstandighede van die geval.

#### BETALING VAN PENSIOENE

**35.** (1) Die Bestuurder reël dat die maandelikse bedrag van die verskuldigde pensioen inbetaal word in 'n pensioentrekker se spaarrekening by 'n bougenootskap of 'n spaarrekening of lopende rekening by 'n handelsbank wat die pensioentrekker benoem.

(2) (a) Waar daar buitengewone omstandighede is, kan die Bestuurder reël dat pensioene betaal word by wyse van pensioenorders wat gewissel kan word onderworpe aan sodanige voorwaardes as wat die Bestuurder mag bepaal en wat op die pensioenorders uiteengesit word.

(b) 'n Pensioen by wyse van pensioenorders word maandeliks betaal op 'n datum wat nie vroeër is as die wat deur die Bestuurder vasgestel word nie, welke datum op die orders aangetoon word.

(3) In the case of a pension payable to the Master of the Supreme Court for deposit in the Guardian's Fund on behalf of a pensioner, the Manager may waive compliance with all or any of the requirements prescribed in paragraph (2).

**PROCEDURE: RETIREMENT ON GROUND OF PERMANENT ILL-HEALTH OR PHYSICAL DISABILITY**

**36.** (1) When it is decided that consideration should be given to the retirement of an employee on ground of permanent ill-health or physical disability in terms of the Consolidated Service Condition 119, the employee shall be given the opportunity of completing and signing a declaration in the form of Annexure A to these Rules. Should the employee be incapable by reason of mental illness of managing his or her own affairs and a *curator bonis* has been appointed, the *curator bonis* shall be invited to complete and sign the form on behalf of the employee. Should the employee or the *curator bonis*, as the case may be, refuse or fail to complete and sign the form, it may be dispensed with. If the employee is incapable of managing his or her own affairs by reason of mental illness and no *curator bonis* has been appointed, the form shall be dispensed with.

(2) A memorandum shall be completed by the employee's supervisor in connection with the state of health of the employee based on such employee's sickness record and medical and other relevant reports available to the supervisor. It should be stated in which respect the employee, as a result of the ill-health or physical disability, is unable to perform the duties of his or her position and why provision cannot be, or has not been, made for the employee in some other suitable position.

(3) Arrangements shall be made, after (1) and (2) have been complied with, for the employee to be medically examined by a general practitioner or specialist who should be provided with the declaration referred to in (1), if completed and signed, the memorandum referred to in (2) and any other relevant medical and other information available, and requested to complete a confidential report in the form of Annexure B to these Rules. Should there be no medical information available, the general practitioner or the specialist, as the case may be, shall be informed specifically to such effect.

(4) The medical report completed by the general practitioner or specialist, as the case may be, may be based on—

- (a) the examination of the member by the general practitioner or specialist; or
- (b) any examination of the member made by any medical practitioner whose report has been submitted to the general practitioner or specialist by the employer; or
- (c) any medical report obtained by the general practitioner or specialist in the course of treatment of the member; or
- (d) any medical report from any medical practitioner whom the general practitioner or specialist might decide to consult before completing the report; or
- (e) any combination of the examinations and reports referred to in (a) to (d) above.

(3) In die geval van 'n pensioen wat aan die Meester van die Hooggeregshof betaal word om ten behoeve van die pensioentrekker in die Voogdyfonds gestort te word, kan die Bestuurder enigeen of al die vereistes bepaal in paragraaf (2) ophef.

**PROSEDURE: AFDANKING OP GROND VAN BLYWENDE SLEGTE GESONDHEID OF LIGGAAMLIKE ONGESKIKTHEID**

**36.** (1) Wanneer daar besluit word dat die afdanking van 'n werknemer op grond van blywende slegte gesondheid of liggaamlike ongeskiktheid kragtens Gekonsolideerde Diensvoorwaarde 119 oorweeg moet word, word die werknemer in die geleentheid gestel om 'n verklaring in die vorm van Bylae A by hierdie Statute in te vul en te onderteken. Indien die werknemer weens geestelike ongesteltheid onbevoeg is om sy of haar eie sake te behartig en 'n kurator van goedere is aangestel, word die kurator van goedere versoek om die vorm namens die werknemer in te vul en te onderteken. Indien die werknemer of die kurator van goedere, na gelang van die geval, weier of versuim om die vorm in te vul of te onderteken, word daarvan afgesien. Indien die werknemer weens geestelike ongesteltheid onbevoeg is om sy of haar eie sake te behartig en 'n kurator van goedere nie aangestel is nie, word van die vorm afgesien.

(2) 'n Memorandum word deur die toesighouer van die werknemer ingevul aangaande die gesondheid van die werknemer gegrond op sodanige werknemer se siektetekord en mediese en ander relevante verslae wat tot die toesighouer se beskikking is. Daar word gemeld in watter opsig die werknemer weens slegte gesondheid of liggaamlike ongeskiktheid nie in staat is om die verpligtinge van sy of haar betrekking uit te voer nie en waarom daar nie vir die werknemer in 'n ander geskikte hoedanigheid voorsiening gemaak kan word of gemaak is nie.

(3) Nadat (1) en (2) nagekom is, word reëlings getref om die werknemer deur 'n algemene praktisyn of spesialis te laat ondersoek wat voorsien moet word van die verklaring gemeld in (1), indien ingevul en onderteken, die memorandum gemeld in (2) en enige ander relevante mediese en ander beskikbare inligting en wat versoek word om 'n vertroulike verslag in die vorm van Bylae B by hierdie Statute in te vul. Indien daar geen mediese inligting beskikbaar is nie, word die algemene praktisyn of die spesialis, na gelang van die geval, spesifiek daarvan verwittig.

(4) Die mediese verslag wat deur die algemene praktisyn of spesialis, na gelang van die geval, ingevul word, kan gegrond wees op—

- (a) die ondersoek van die lid deur die algemene praktisyn of spesialis; of
- (b) enige ondersoek van die lid deur enige mediese praktisyn wie se verslag deur die werkgewer aan die algemene praktisyn of spesialis voorgelê is; of
- (c) enige mediese verslag wat deur die algemene praktisyn of spesialis tydens behandeling van die lid verkry is; of
- (d) enige mediese verslag van enige mediese praktisyn wat die algemene praktisyn of spesialis mag besluit om te raadpleeg voordat die verslag voltooi word; of
- (e) enige kombinasie van die ondersoeke en verslae genoem in (a) tot (d).

(5) If it is impracticable for the general practitioner or specialist to complete a report in the form of Annexure B, by reason of the member's refusal to submit to medical examination by or at the instance of the medical practitioner or specialist, the report may be endorsed accordingly and may be completed as far as practicable on the basis of the knowledge of the medical history of the member possessed by the general practitioner or specialist arising out of personal knowledge of the case, prior medical examination or the reports referred to in (4) (b), (4) (c) and (4) (d).

(6) In the event of there being insufficient information contained in the report of the general practitioner or specialist by reason of the fact that the employee refused to submit to medical examination, or should the general practitioner or specialist refuse to examine the member or submit the report, any decision may be based on the medical examinations and reports referred to in (4) (b), (4) (c) and (4) (d).

(7) The documents shall then be submitted to the employee's supervisor and a vocational and welfare (or similar) officer for reports in the form of Annexures C and D to these Rules.

(8) Thereafter the documents shall be considered by the employer and should the employer decide that consideration of the employee's retirement on either of the grounds referred to in this rule should be proceeded with, the employer shall submit all the relevant papers, together with any comments considered necessary, to the Executive Committee with a request that such committee consider the matter and make a recommendation as to whether the retirement should be proceeded with or not.

(9) In a case where there is doubt on the part of the Executive Committee regarding the retirement of an employee, the Secretary may obtain a further report from an independent medical practitioner or board. If the independent medical practitioner or board so desires, the employee may be subjected to a further medical examination, if the employee agrees.

(10) The recommendation of the Executive Committee shall be conveyed to the employer.

(11) The employer shall take the recommendation of the Executive Committee into account when arriving at a decision.

(12) Fees due in respect of a medical examination conducted in terms of paragraph (9) shall be for the employer's account.

#### REFUND TO THE FUND OF SPECIAL CONTRIBUTIONS PAID ON BEHALF OF MEMBERS AND INCLUSION OF SUCH SPECIAL CONTRIBUTIONS IN CALCULATION OF PAYMENTS MADE IN CERTAIN CIRCUMSTANCES TO MEMBERS OR DEPENDENTS

37. (1) Whenever a payment to or in respect of a member is made from the Fund in terms of rule 32 (9), (18), (19), (20), (21) or (22) or, in the case of a deceased member, in terms of rule 32 (26), there shall be paid to the employer from the Fund an amount equal to the special contributions, if any, paid by the employer on behalf of such member in terms of section 8 (2) of the Railways and Harbours Superannuation Fund Act, 1925 (Act No. 24 of 1925).

(5) Indien dit onprakties vir die algemene praktisyn of spesialis is om die verslag in die vorm van Bylae B in te vul weens die werknemer se weiering om aan 'n mediese ondersoek deur of op versoek van die algemene praktisyn of spesialis onderwerp te word, word die verslag dienooreenkomstig geëndosseer en sover moontlik ingevul op grond van die kennis van die werknemer se mediese geskiedenis wat die algemene praktisyn of spesialis besit weens persoonlike kennis van die saak, vorige mediese ondersoek of die verslae gemeld in (4) (b), (4) (c) en (4) (d).

(6) In die geval waar die verslag van die algemene praktisyn of spesialis onvoldoende inligting bevat omdat die werknemer geweier het om ondersoek te word, of indien die algemene praktisyn of spesialis geweier het om die lid te ondersoek of om die verslag in te dien, kan enige besluit gegrond word op die mediese ondersoeke en verslae gemeld in (4) (b), (4) (c) en (4) (d).

(7) Die dokumente word dan by die werknemer se toesighouer en 'n beroeps- en welvaartamptenaar (of soortgelyke amptenaar) vir verslae in die vorm van Bylaes C en D by hierdie Statute voorgelê.

(8) Die dokumente word daarna deur die werkgewer oorweeg en indien die werkgewer besluit dat daar voortgegaan moet word met die oorweging van die werknemer se aftrede om een van die redes gemeld in hierdie statuut, dien die werkgewer al die relevante dokumente, saam met enige kommentaar wat nodig geag mag word, by die Uitvoerende Komitee in met 'n versoek dat sodanige Komitee die aangeleentheid oorweeg en 'n aanbeveling doen in verband met die vraag of daar met die aftrede voortgegaan moet word of nie.

(9) In 'n geval waar daar twyfel bestaan by die Uitvoerende Komitee rakende die aftrede van 'n werknemer, kan die Sekretaris 'n verdere verslag van 'n onpartydige mediese praktisyn of raad verkry. Indien die onpartydige mediese praktisyn of raad so verlang, kan die werknemer aan 'n verdere mediese ondersoek onderwerp word, indien die werknemer daartoe instem.

(10) Die aanbeveling van die Uitvoerende Komitee word aan die werkgewer oorgedra.

(11) Die werkgewer neem die aanbeveling van die Uitvoerende Komitee in ag wanneer tot 'n besluit gekom word.

(12) Die rekening ten opsigte van 'n mediese ondersoek wat kragtens paragraaf (9) uitgevoer is, word deur die werkgewer betaal.

#### TERUGBETALING AAN DIE FONDS VAN SPEZIALE BYDRAES TEN BEHOEWE VAN LEDE BETAAL EN INSLUITING VAN SODANIGE SPEZIALE BYDRAES BY BEREKENING VAN BETALINGS IN SEKERE OMSTANDIGHED E AAN LEDE OF AFHANKLIKES

37. (1) Wanneer 'n betaling uit die Fonds aan of ten opsigte van 'n lid ingevolge statuut 32 (9), (18), (19), (20), (21) of (22) of, in die geval van 'n oorlede lid, ingevolge statuut 32 (26) gedoen word, word daar aan die werkgewer uit die Fonds 'n bedrag betaal wat gelykstaande is met die spesiale bydraes, as daar is, wat deur die werkgewer ten behoeve van so 'n lid kragtens artikel 8 (2) van die Spoorwag en Havens Superannuatie Fonds Wet, 1925 (Wet No. 24 van 1925), betaal is.

(2) In the application of rule 32 (11), (14) and (24), the expression "contributions" shall be deemed to include, in the case of a member to whom the provisions of Consolidated Service Condition 121 (1) (c) apply or applied, any special contributions paid by the employer on behalf of such member in terms of section 8 (2) of the Railways and Harbours Superannuation Fund Act, 1925 (Act No. 24 of 1925).

(2) By die toepassing van statuut 32 (11), (14) en (24) word daar in die geval van 'n lid op wie die bepalings van Gekonsolideerde Diensvoorwaarde 121 (1) (c) van toepassing is of was, onder die uitdrukking "bydraes" geag inbegrepe te wees die spesiale bydraes wat deur die werkgewer ten behoeve van sodanige lid kragtens artikel 8 (2) van die Spoorwegan en Havens Superannuatie Fonds Wet, 1925 (Wet No. 24 van 1925), betaal is.

**NO DIFFERENTIATION IN THE CASE OF A MEMBER WHO IS NOT A SOUTH AFRICAN CITIZEN**

**GEEN ONDERSKEID WORD GETREF IN DIE GEVAL VAN 'N LID WAT NIE 'N SUID-AFRIKAANSE BURGER IS NIE**

38. There shall be no differentiation in treatment in respect of contributions or benefits in the case of a member who is not a South African citizen and is employed outside the borders of the Republic of South Africa, unless such differentiation is required in any foreign country by virtue of legal or other requirements, in which event any additional cost or loss flowing from such differentiation shall not be borne by the Fund but shall be borne by the employer.

38. Geen onderskeid word gemaak in die behandeling wat bydraes of voordele betref in die geval van 'n lid wat nie 'n Suid-Afrikaanse burger is nie en wat in diens is buite die grense van die Republiek van Suid-Afrika, behalwe as sodanige onderskeid in 'n vreemde land kragtens wetlike of ander vereistes vereis word, in welke geval bykomende koste of verlies wat uit so 'n onderskeid voortspruit deur die werkgewer, en nie deur die Fonds nie, gedra word.

**G115A  
ANNEXURE A**

**TRANSNET LIMITED  
PROPOSED RETIREMENT**

**DECLARATION BY EMPLOYEE WHOSE RETIREMENT ON ACCOUNT OF PERMANENT ILL-HEALTH OR PHYSICAL DISABILITY IS UNDER CONSIDERATION**

**1. PORTION A: PARTICULARS OF EMPLOYEE**  
*(To be completed by employee's supervisor in block letters)*

- 1.1 Initials and surname  
.....
- 1.2 Employee number                      1.3 Date of birth                      1.4 Date of employment  
.....
- 1.5 Designation  
.....
- 1.6 Centre  
.....
- 1.7 According to a report received from .....  
you are no longer capable of performing your present duties.

**2. PORTION B: NATURE AND PERMANENCY OF DISABILITY**  
*(To be completed by employee in block letters)*

- 2.1 Nature
  - 2.1.1 The following illness or injury renders me incapable of discharging my current duties:  
.....
  - 2.1.2 I experience the following symptoms and they restrict my ability to work as follows:  
.....
  - 2.1.3 I have approached the following medical practitioners and/or other professional persons in this regard:  
.....
  - 2.1.4 I am now spending my days as follows:  
.....
- 2.2 Permanency of disability
  - 2.2.1 Can you in your opinion resume your duties within the next 6 months? Please give reasons.  
.....  
.....  
.....

**3. PORTION C: MEDICAL REPORTS AND HOUSING**

- 3.1 I have no objections to/I object to any further medical reports and evidence regarding my state of health as may be required by my employer or the Executive Committee of the Pension Fund, being obtained, involving, if necessary, further medical examination. (Delete portion not applicable).
- 3.2 I own a house which I have bought with a housing loan from my employer.  
       YES ..... NO.....

**4. PORTION D: ALTERNATIVE EMPLOYMENT**  
*(To be completed by employee)*

- 4.1 I am prepared to accept other suitable work.  
       YES ..... NO.....
- 4.2 I am prepared to transfer to another centre.  
       YES ..... NO.....

(If an employee should be appointed in a lower graded position, such employee retains his or her salary but will not be entitled to any salary adjustments until the salary scale is exceeded by that of the grade to which the employee has been transferred).

**5. PORTION E: GENERAL**

- 5.1 Please supply any other information which in your opinion may be relevant:

.....  
.....

SIGNED AT..... ON THE..... DAY OF..... 19.....

.....  
*Signature of employee*

.....  
*Signature of witness*

**G115B**

**ANNEXURE B**

**TRANSNET LIMITED**

**PROPOSED RETIREMENT**

**MEDICAL CERTIFICATE FOR SUBMISSION TO EMPLOYER AND EXECUTIVE COMMITTEE AND, IF NECESSARY, A MEDICAL PRACTITIONER APPOINTED BY THE EXECUTIVE COMMITTEE**

**PORTION A: PARTICULARS OF EMPLOYEE**

*(To be completed by employee's supervisor in block letters)*

1. **Initials and surname**

.....

2. **Employee number**

3. **Date of birth**

4. **Date of employment**

.....

5. **Designation**

.....

6. **Centre**

.....

7. **Principal functions of employee's present occupation**

.....

.....

**PORTION B: MEDICAL REPORT**

*(To be completed by medical practitioner)*

1. Full particulars of employee's illness or disability.

.....

.....

2. Full particulars of any remedial action by yourself or other medical practitioner in connection with the above illness or disability (relevant reports may be attached).

.....

.....

3. In what respect and to what extent does the illness or disability hinder the employee in the performance of the occupation described in Portion A?  
.....  
.....

4. Is the employee permanently unable to carry out the occupation referred to in Portion A or a related occupation?  
YES ..... NO.....

4.1 If YES, what other type of work do you consider the employee is capable of doing?  
.....  
.....

4.2 If NO, provide details.  
.....  
.....

5. Is the illness/disability due to the employee's own default?

YES ..... NO.....

Please provide details.  
.....  
.....

SIGNED AT..... ON THE..... DAY OF..... 19.....

.....  
*Signature of medical practitioner*

.....  
*Surname, initials and qualifications of medical practitioner (Please print)*

TEL. ....

**G115C**  
**ANNEXURE C**

**TRANSNET LIMITED**  
**PROPOSED RETIREMENT**

**SUPERVISOR'S REPORT IN RESPECT OF AN EMPLOYEE WHOSE RETIREMENT BY REASON OF PERMANENT ILL-HEALTH OR PHYSICAL DISABILITY IS UNDER CONSIDERATION**

**PORTION A: PERSONAL PARTICULARS OF EMPLOYEE**

1. **Initials and surname**  
.....

2. **Employee number**  
.....

3. **Date of birth**  
.....

4. **Date of employment**  
.....

5. **Designation**  
.....

6. **Centre**  
.....

7. **Salary per annum**  
.....

**PORTION B: DOCUMENTS**

*(The following documents should be attached please)*

1. Employee's declaration (form G115A).

2. Medical report and other medical evidence (form G115B).

**PORTION C: PARTICULARS CONCERNING THE EMPLOYEE**

1. On what date did the employee last work?  
.....

2. Briefly describe the quality of the employee's work during the period of 12 months during which he or she last performed the normal duties of the grade referred to in 5.  
.....  
.....

3. Briefly describe the employee's problem in the work situation and the effect thereof on the performance of the work.  
.....  
.....
4. Describe what attempts have been made to assist the employee to overcome the illness or disability (e.g. reference to the Vocational and Welfare Officer, Manpower Consultant and/or provision of alternative employment).  
.....  
.....
5. Are there in your opinion other factors that contribute to the employee's inability to perform the duties of the relevant grade?  
.....  
.....
6. Can the employee in your opinion continue with or resume the duties of the relevant grade or alternative duties?  
.....  
.....
7. The employee has been informed of the conditions of the pension fund rules concerning retirement by reason of permanent ill-health or physical disability.

SIGNED AT..... ON THE..... DAY OF..... 19.....

.....  
*Signature of supervisor*

.....  
*Designation of supervisor*

.....  
*Centre*

.....  
*Supervisor's telephone number*

**G115D**  
**ANNEXURE D**

**TRANSNET LIMITED**  
**PROPOSED RETIREMENT**  
**VOCATIONAL AND WELFARE REPORT**

**PORTION A: PERSONAL PARTICULARS OF EMPLOYEE**  
*(To be completed by Vocational and Welfare Officer/other designated employee)*

1. Initials and surname  
.....
2. Employee number  
.....
3. Date of birth  
.....
4. Salary per annum  
.....
5. Date of employment  
.....
6. Designation  
.....
7. Centre  
.....

**PORTION B: REPORT**  
*(To be completed by Vocational and Welfare Officer/other designated employee)*

8. I have interviewed the above-mentioned employee and explained the procedure and financial implications involved in respect of—  
(a) retirement on account of permanent ill-health or physical disability; and  
(b) the provision of other suitable work.
9. Did the employee request that the grade representative be present?  
YES ..... NO.....
10. Was the grade representative present?  
YES ..... NO.....
11. Is the employee interested in accepting other work?  
YES ..... NO.....

12. The following positions were offered to the employee:

| Position | Centre | Salary scale |
|----------|--------|--------------|
| .....    | .....  | .....        |
| .....    | .....  | .....        |
| .....    | .....  | .....        |

(If the employee cannot be provided with other suitable work the reasons should be specified in paragraph 15.)

**PORZION C:**

*(To be completed by the employee if prepared to accept alternative employment)*

13. I accept the following positions in order of preference with the knowledge that—

- (a) if the grading of the grade in which provision can be made for my services is lower than that of my present position, I will retain my present salary on a “personal to holder” basis; and
- (b) I will not be entitled to salary adjustments of any nature until the salary scale of the post in which I have been appointed on a “personal to holder” basis exceeds my present salary:

| Position    | Centre | Salary scale |
|-------------|--------|--------------|
| (i) .....   | .....  | .....        |
| (ii) .....  | .....  | .....        |
| (iii) ..... | .....  | .....        |

SIGNED AT..... ON THE..... DAY OF..... 19.....

.....  
*Signature of employee*

.....  
*Signature of Vocational and Welfare Officer/Other designated employee*

.....  
*Signature of grade representative*

**PORZION D:**

*(To be completed by the employee if he refuses alternative employment)*

14. I decline the position(s) offered, and referred to in paragraph 12, for the following reasons:

.....  
.....  
.....  
.....

SIGNED AT..... ON THE..... DAY OF..... 19.....

.....  
*Signature of employee*

.....  
*Signature of Vocational and Welfare Officer/Other designated employee*

.....  
*Signature of grade representative*

**PORZION E:**

*(To be completed by Vocational and Welfare Officer/other designated employee)*

15. Any further comments:

.....  
.....  
.....

.....  
*Signature of Vocational and Welfare Officer/ Other designated employee*

.....  
*Date*

**G115A**

**BYLAE A**

**TRANSNET BEPERK**

**VOORGESTELDE UITDIENSTREDING**

**VERKLARING DEUR WERKNEMER WIE SE UITDIENSTREDING OP GROND VAN BLYWENDE SLEGTE GESONDHEID OF LIGGAAMLIKE ONGESKIKTHEID OORWEEG WORD**

**1. DEEL A: BESONDERHEDE VAN WERKNEMER**

*(Moet deur werknemer se toesighouer in drukskrif ingevul word).*

1.1 Voorletters en van

1.2 Werknemernommer

1.3 Geboortedatum

1.4 Indienstreedatum

.....

1.5 Graadbenaming

1.6 Sentrum

1.7 Volgens 'n verslag ontvang van

is u nie meer in staat om u huidige pligte uit te voer nie.

2. DEEL B: AARD EN BLYWENDE AARD VAN ONGESKIKTHEID  
(Moet deur werknemer in drukskrif ingevul word)

2.1 Aard

2.1.1 Die volgende siekte of besering maak my onbevoeg om my huidige pligte na te kom:

2.1.2 Ek ondervind die volgende simptome en dit beperk my vermoë om te werk soos volg:

2.1.3 Ek het die volgende mediese praktisyns en/of ander professionele persone in die verband genader:

2.1.4 Ek bring my dae tans soos volg deur:

2.2 Blywende aard van ongeskiktheid

2.2.1 Kan u volgens u mening u pligte binne die volgende 6 maande hervat? Gee asseblief u redes.

3. DEEL C: MEDIESE VERSLAE EN BEHUISING

3.1 Ek het nie beswaar nie/Ek het beswaar dat wanneer my geval aan my werkgever of die Uitvoerende Komitee van die Pensioenfonds voorgelê word, enige verdere mediese verslae en getuienis oor my siektetoestand verkry word, insluitende indien nodig verdere ondersoek. (Skrap gedeelte nie van toepassing nie.)

3.2 Ek besit 'n huis wat met 'n behuisingslening van my werkgever bekom is.

JA..... NEE.....

4. DEEL D: ALTERNATIEWE WERK  
(Moet deur werknemer ingevul word)

4.1 Ek is bereid om 'n ander geskikte werk te aanvaar.

JA..... NEE.....

4.2 Ek is bereid om na 'n ander sentrum oor te plaas.

JA..... NEE.....

(Indien 'n weknemer in 'n betrekking met 'n laer gradering geplaas sou word, behou sodanige werknemer sy of haar salaris maar geen salarisaanpassings word toegestaan nie tot tyd en wyl die salarisskaal dié van die graad waarin die werknemer oorgeplaas is, oorskry.)

5. DEEL E: ALGEMEEN

5.1 Verstrek asseblief enige ander inligting wat na u mening relevant mag wees:

GETEKEN TE..... OP DIE..... DAG VAN..... 19.....

Handtekening van werknemer

Handtekening van getuie

TRANSNET BEPERK

VOORGESTELDE UITDIENSTREDING

MEDIESE SERTIFIKAAT VIR VOORLEGGING AAN WERKGEWER EN UITVOERENDE KOMITEE EN, INDIEN NODIG, 'N MEDIESE PRAKTISYN AANGESTEL DEUR DIE UITVOERENDE KOMITEE

DEEL A: BESONDERHEDE VAN WERKNEMER

(Moet deur die werknemer se toesighouer in drukskrif ingevul word)

1. Voorletters en van

.....

2. Werknemernommer

3. Geboortedatum

4. Indienstreedatum

.....

5. Graadbenaming

.....

6. Sentrum

.....

7. Hooffunksies van werknemer se huidige beroep

.....

.....

DEEL B: MEDIESE VERSLAG

(Moet deur mediese praktisyn ingevul word)

1. Volledige besonderhede van die werknemer se siekte of ongeskiktheid

.....

.....

2. Volledige besonderhede van enige remediërende optrede deur uself of ander mediese praktisyn ten opsigte van bogemelde siekte of ongeskiktheid (relevante verslae kan aangeheg word).

.....

.....

3. In welke opsig en in watter mate word die werknemer deur die siektetoestand of ongeskiktheid verhinder om die pligte soos in Deel A beskryf uit te voer?

.....

.....

4. Is die werknemer permanent ongeskik om die beroep waarna in Deel A verwys word, te beoefen?

JA..... NEE.....

4.1 Indien JA, watter ander soort werk meen u is die werknemer in staat om te doen?

.....

.....

4.2 Indien NEE, verstrek besonderhede.

.....

.....

5. Is die siekte/ongeskiktheid as gevolg van die werknemer se eie toedoen veroorsaak?

JA..... NEE.....

Verstrek asseblief besonderhede.

.....

.....

GETEKENTE..... OP DIE..... DAG VAN 19.....

Handtekening van mediese praktisyn

Van, voorletters en kwalifikasies van mediese praktisyn (Drukskrif asseblief)

TEL. ....

G115C

BYLAE C

TRANSNET BEPERK

VOORGESTELDE UITDIENSTREDING

TOESIGHOUER SE VERSLAG TEN OPSIGTE VAN 'N WERKNEMER WIE SE AFDANKING WEENS BLYWENDE SLEGTE GESONDHEID OF LIGGAAMLIKE ONGESKIKTHEID OORWEEG WORD

DEEL A: PERSOONLIKE BESONDERHEDE VAN WERKNEMER

1. Voorletters en van  
.....
2. Werknemernommer  
.....
3. Geboortedatum  
.....
4. Indienstreedatum  
.....
5. Graadbenaming  
.....
6. Sentrum  
.....
7. Salarisskaal per jaar  
.....

DEEL B: DOKUMENTE

(Die volgende dokumente moet asseblief aangeheg word):

1. Werknemer se verklaring (vorm G115A).
2. Mediese verslag en ander mediese getuienis (vorm G115B).

DEEL C: BESONDERHEDE VAN DIE WERKNEMER

1. Op watter datum het die werknemer laas gewerk?  
.....
2. Beskryf kortliks die kwaliteit van die werknemer se werk gedurende die laaste tydperk van 12 maande gedurende welke hy of sy die normale pligte van die graad waarna in 5 verwys word, uitgevoer het.  
.....  
.....
3. Beskryf kortliks die werknemer se probleem by die werk en die invloed daarvan op die uitvoering van die pligte.  
.....  
.....
4. Beskryf die pogings wat aangewend is om die werknemer te help om die siektetoestand of ongeskiktheid te oorkom (bv. verwysing na die Beroeps- en Welvaartamptenaar, Mannekragskonsultant en/of alternatiewe aanwending van werknemer).  
.....  
.....
5. Is daar na u mening ander faktore wat bydra tot die werknemer se onvermoë om die pligte van die relevante graad uit te voer?  
.....  
.....
6. Kan die werknemer na u mening met sy huidige of alternatiewe pligte voortgaan of dit hervat?  
.....
7. Die werknemer is verwittig van die bepalings van die statute van die Pensioenfonds aangaande afdanking weens blywende slegte gesondheid of liggaamlike ongeskiktheid.

GETEKEN TE..... OP DIE..... DAG VAN..... 19.....

.....  
Handtekening van toesighouer  
.....  
Sentrum

.....  
Graadbenaming van toesighouer  
.....  
Toesighouer se telefoonnommer



**DEEL D:**

*(Moet deur die werknemer ingevul word indien hy alternatiewe werk weier)*

14. Ek weier die betrekking(s) wat aangebied is, en wat in paragraaf 12 genoem word, om die volgende redes:

.....  
 .....  
 .....

GETEKENTE..... OP DIE..... DAG VAN..... 19.....

.....  
*Handtekening van werknemer*

.....  
*Handtekening van Beroeps- en  
 Welvaartampenaar/Ander aangewese  
 werknemer*

.....  
*Handtekening van graadverteens-  
 woordiger*

**DEEL E:**

*(Moet deur Beroeps- en Welvaartampenaar/Ander aangewese amptenaar ingevul word)*

15. Enige verder kommentaar:

.....  
 .....  
 .....

.....  
*Handtekening van Beroeps- en Welvaartampe-  
 naar/Ander aangewese werknemer*

.....  
*Datum*

**THE ONDERSTEPSPOORT  
 JOURNAL OF VETERINARY  
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