
GOVERNMENT NOTICE

DEPARTMENT OF COMMUNICATIONS

No. 380

31 May 2013

RULE AMENDMENT NO. 3 OF THE RULES OF THE POST OFFICE RETIREMENT FUND

I, Dina Pule , Minister of Communications, acting in terms of section 10 of the Post Office Act No. 44 of 1958, as amended, hereby promulgate Rule Amendment No.3 of the Post Office Retirement Fund.

Dina Pule

Minister of Communications

POST OFFICE RETIREMENT FUND**Amendment No. 3**

The Trustees of the Post Office Retirement Fund resolved at Pretoria on 23 November 2011 that:

- A. With effect from 1 December 2005 the Rules of the Post Office Retirement Fund shall be amended for the reasons set out below:

(1) *To rectify the Rules since they previously failed to*

(a) *include provision for*

(i) *Defined Benefit Members who retired on or after the Conversion Date; and*

(ii) *Members who joined the Fund before the Conversion Date, who elected to have their benefits determined in accordance with defined contribution funding principles on or after the Conversion Date and who subsequently retired;*

and

(b) *reflect that the annuity payable to a spouse on the death of a Defined Benefit Member who retired on or after the Conversion Date differs from that of a Defined Benefit Member who retired before the Conversion Date;*

(2) *To clarify that the multiple of salary lump sum benefit payable on the death in Service of a Member shall not be taken into account for the purposes of determining whether any residual amount is due after the last payment of a Pension to a Qualifying Spouse and/or a Qualifying Child has been made;*

by:

- (i) *replacing the definitions "A-Pensioner", "B-Pensioner", "C-Pensioner" and "Pensioner" in Rule 1.1 with the following:*

A-PENSIONER : a retired MEMBER who immediately prior to retirement was an A-MEMBER as defined in Annex A and who is in receipt of a PENSION from the FUND;

B-PENSIONER : a retired MEMBER who immediately prior to retirement was a B-MEMBER as defined in Annex A and who is in receipt of a PENSION from the FUND;

C-PENSIONER : a retired MEMBER who immediately prior to retirement was a C-MEMBER as defined in Annex A and who is in receipt of a PENSION from the FUND;

PENSIONER : a retired MEMBER who is in receipt of a PENSION from the FUND, other than an A-PENSIONER, a B-PENSIONER or a C-PENSIONER and, where applicable, includes a BENEFICIARY who is in receipt of a PENSION in terms of RULE 6;

- (ii) *replacing Rule 6.1(1)(d) with the following:*

(d) after the last payment of a QUALIFYING SPOUSE'S PENSION and/or QUALIFYING CHILDREN'S PENSION has been made in terms of RULE 9.1, the TRUSTEES shall deduct the total amount of all PENSIONS paid to the QUALIFYING SPOUSE and/or QUALIFYING CHILDREN and any amount which may have been paid in a lump sum in terms of RULE 6.2(1), from the amount of the MEMBER'S SHARE at the date of death. Should there be any positive difference, such positive difference shall be paid to the MEMBER'S DEPENDANTS and/or NOMINEES and/or into the PENSIONER'S estate.

(iii) *replacing clause 3.6(2) of Annex A with the following:*

(2) An annuity to a QUALIFYING WIDOW or QUALIFYING WIDOWER, as the case may be, of

(i) 75 per cent of the annuity paid to the A-PENSIONER at the time of his death, if the A-PENSIONER retired prior to the CONVERSION DATE;

or

(ii) 50 per cent of the annuity paid to the A-PENSIONER at the time of his death, if the A-PENSIONER retired on or after the CONVERSION DATE.

(iv) *replacing clause 4.6(2) of Annex A with the following:*

(2) An annuity to a QUALIFYING WIDOW or QUALIFYING WIDOWER, as the case may be, of

(i) 75 per cent of the annuity paid to the B-PENSIONER at the time of his death, if the B-PENSIONER retired prior to the CONVERSION DATE;

or

(ii) 50 per cent of the annuity paid to the B-PENSIONER at the time of his death, if the B-PENSIONER retired on or after the CONVERSION DATE.

If the deceased B-PENSIONER had on his retirement elected to

convert a portion of his annuity into a gratuity in terms of clause 7, the said 75 per cent or 50 per cent, as the case may be, shall be applied to the annuity the B-PENSIONER would have received if no portion thereof had been converted into a gratuity on his retirement, but subject to a maximum of 100 per cent of the annuity paid to the B-PENSIONER at the time of his death.

(v) *replacing clause 5.6(2) of Annex A with the following:*

(2) An annuity to a QUALIFYING SPOUSE of

(i) 75 per cent of the annuity paid to the C-PENSIONER at the time of his death, if the C-PENSIONER retired prior to the CONVERSION DATE;

or

(ii) 50 per cent of the annuity paid to the C-PENSIONER at the time of his death, if the C-PENSIONER retired on or after the CONVERSION DATE.

If the deceased C-PENSIONER had on his retirement elected to convert a portion of his annuity into a gratuity in terms of clause 7, the said 75 per cent or 50 per cent, as the case may be, shall be applied to the annuity the C-PENSIONER would have received if no portion thereof had been converted into a gratuity on his retirement, but subject to a maximum of 100 per cent of the annuity paid to the C-PENSIONER at the time of his death.

B. With effect from 1 April 2011 the Rules of the Post Office Retirement Fund shall be amended for the reason set out below:

To change the physical address of the registered office of the Fund, by replacing Rule 1.6 with the following:

REGISTERED OFFICE

1.6 The registered office of the FUND is at Eco Point Building, Eco Park Estate, 350 Witch-Hazel Avenue, Eco Park, Centurion, 0157.

C. With effect from 1 April 2012 the Rules of the Post Office Retirement Fund shall be amended for the reasons set out below:

- (1) To remove provisions relating to the Trustees in office as at the Conversion Date which are now historic;*
- (2) To provide for the election of Trustees by the Members of the Fund;*
- (3) To clarify the provisions applicable to the two Trustees representing A-, B-, and C-Pensioners and Pensioners;*
- (4) To increase the term of office of the chairman and vice-chairman of the Trustees;*
- (5) To reflect that should a Trustee not have attended three consecutive Trustees' meetings without leave from the other Trustees he shall cease to hold office as a Trustee;*

by:

- (i) deleting the definition "Recognised Trade Union" in Rule 1.1;*
- (ii) replacing the definition "Trustees" in Rule 1.1 with the following:*

TRUSTEES : the Board of TRUSTEES constituted in terms of RULE 10.1 to manage and control the FUND.

(iii) replacing Rule 10.1 with the following:

BOARD OF TRUSTEES

- 10.1 (1) The management, control and administration of the FUND vest in a Board of TRUSTEES consisting of up to a maximum of 14 persons who shall be appointed or elected as follows:
- (a) 50% of the TRUSTEES shall be appointed by the PRINCIPAL EMPLOYER, and may include MEMBERS of the FUND, persons who are not MEMBERS of the FUND, and independent persons with specific expertise;
 - (b) the remaining 50% shall be elected as follows:
 - (i) two TRUSTEES shall be elected by ballot by the A-PENSIONERS, B-PENSIONERS, C-PENSIONERS and PENSIONERS from among their number;
 - (ii) the remaining TRUSTEES shall be elected by ballot by the MEMBERS from among their number.
- (2) Every party who appoints or elects TRUSTEES in terms of RULE 10.1(1) shall appoint or elect, in the same manner as in RULE 10.1(1), a *secundus* to each such TRUSTEE to act during the absence of that TRUSTEE.
- (3) The term of office of the TRUSTEES is three years. At the end of this period, the TRUSTEES shall cease to hold

office but shall be eligible for re-election or re-appointment as the case may be.

- (4) A TRUSTEE ceases to be a TRUSTEE if :
- (a) he resigns as a TRUSTEE; or
 - (b) he becomes mentally or physically incapable of acting; or
 - (c) his estate is sequestrated or surrendered or assigned in favour of his creditors; or
 - (d) he is convicted by a competent court of theft, fraud, forgery or any similar offence; or
 - (e) he is discharged by a competent court from any office of trust on account of misconduct; or
 - (f) he is convicted by a competent court on any charge and sentenced to a prison term without the option of a fine; or
 - (g) he has been appointed in terms of RULE 10.1(1)(a) and the PRINCIPAL EMPLOYER so decides; or
 - (h) he has been elected in terms of RULE 10.1(1)(b)(i) and he ceases to be a PENSIONER; or
 - (i) he has been elected in terms of RULE 10.1(1)(b)(ii) and he ceases to be a MEMBER; or
 - (j) he has failed to attend three consecutive

TRUSTEES' meetings without leave from the other TRUSTEES; or

(k) his term of office expires.


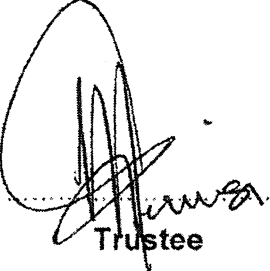
(5) Should a TRUSTEE appointed by the PRINCIPAL EMPLOYER cease to be a TRUSTEE for any reason prior to the completion of his term of office, the PRINCIPAL EMPLOYER shall be entitled to appoint a TRUSTEE in his place for the remainder of the original TRUSTEE'S term of office.

(6) Should a TRUSTEE elected in terms of RULE 10.1(1)(b) cease to be a TRUSTEE for any reason prior to the completion of his term of office, his *secundus* shall be appointed as a TRUSTEE in his place for the remainder of the original TRUSTEE'S term of office and another *secundus* shall be appointed or elected in accordance with such procedures as may be agreed to by the TRUSTEES.

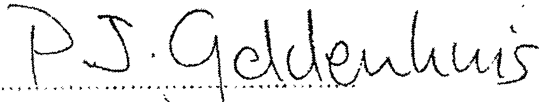
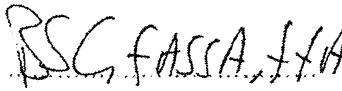
(7) The TRUSTEES shall elect one of the TRUSTEES to act as chairman at all meetings of the TRUSTEES, and a further TRUSTEE as vice-chairman to act in the place of the chairman in his absence. In the absence of both the chairman and vice-chairman of any meeting, the TRUSTEES present shall elect one of their members to act as chairman for that meeting. The TRUSTEES shall re-elect a chairman and vice-chairman every three years.

(iv) deleting Rule 10.2.

Certified that the above resolution has been adopted in accordance with the provisions of the Rules of the Fund.


Chairman of Trustees
Trustee
Principal Officer

Certified that the above amendments are financially sound.


Actuary to the Fund
Signature
Qualifications
