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Martin Deysel
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CASE NUMBER: 207730

Dear Sir

AMENDMENT TO THE PRINTING INDUSTRY EMPLOYEE BENEFIT FUND FOR SATU MEMBERS

Your letter dated 16th July 2009 refers. Enclosed is the copy of the amendment to the rules as approved and registered in terms of section 14(4) of the Friendly Societies Act, No. 25 of 1956

Yours faithfully

Ronald Kekana

for REGISTRAR OF FRIENDLY SOCIETIES

Enclosure: Amended Rules

**PRINTING INDUSTRIES
EMPLOYEE BENEFIT FUND
FOR SATU MEMBERS**

MAY 2009

EMPLOYEE BENEFIT FUND RULES

INDEX

CONTENTS	PAGE
1. GENERAL	1
2. DEFINITIONS	2
3. MEMBERSHIP	2 -3
4. CONTRIBUTIONS	3
5. QUALIFICATIONS FOR PAYMENT OF BENEFITS	3 -4
6. UNEMPLOYMENT AND SICKNESS BENEFITS	4
6.1 UNEMPLOYMENT BENEFITS	4
6.2 SICKNESS BENEFITS	5
6.3 MATERNITY BENEFITS	5 -6
6.4 ACCUMULATED SICKNESS BENEFITS	6
7. SPECIAL PROVISION WHERE BENEFITS HAVE BEEN PAID FOR 26 WEEKS	6
8. SPECIAL PROVISION WHERE ALLOWANCE IS PAID BY EMPLOYER	6 -7
9. PAYMENT OF BENEFITS ON A DAILY OR HALF-SHIFT BASIS	7
10. ADDITIONAL SICK BENEFITS	7
11. ADMINISTRATION	7 -8
12. HEALTH MAINTENANCE BENEFITS	8 -9
13. REDUNDANCY BENEFITS	9
14. PAYMENT OF BENEFITS	10
15. APPEALS	10
16. FORFEITURE OF BENEFITS	10
17. MANAGEMENT OF THE FUND	11 -13
17.1 TRUSTEES	11 -13
17.2 OTHER APPOINTMENTS	13



18.	FINANCIAL PROVISIONS	13 - 14
18.1	INVESTMENTS	13 - 14
18.2	EXPENSES	14
18.3	ACCOUNTS	14
19.	LIQUIDATION OF THE FUND	14 - 15



1. GENERAL

- 1.1 A Fund to be known as the EMPLOYEE BENEFIT FUND FOR SATU MEMBERS shall be established with effect from 1 January 1990.
- 1.2 The registered office of the Fund shall be at the office of TRANSPARENT FINANCIAL SERVICES (Pty) Ltd, 166 Visagie Street, Pretoria. Transparent Financial Services (Pty) Ltd. shall be the Administrator of the Fund.
- 1.2.1 The Administrators have outsourced certain functions to the South African Typographical Union and have a SERVICE LEVEL AGREEMENT with the union.
- 1.2.2 The TRUSTEES can terminate the services of the Administrator by giving (3) months written notice.
- 1.3 The object of the Fund is to provide benefits to members of the Fund normally employed in the Industry, who are SATU members, during periods of unemployment and sickness:-
- 1.3.1 to provide for the payment of allowances to Fund members who have been displaced from their normal employment or have suffered a reduction in their earning capacity, as a direct result of technical changes in methods of production, and/or the cost of training such members in some other trade or occupation;
- 1.3.2. to pay allowances to Fund members who have ceased work in order to undergo treatment for tuberculosis (this benefit can be repeated according to the specifications of the Rules), or such other disease as may be specified by the Trustees.
- Members can only apply for either the drug or the alcohol addiction benefit, but not for both and this benefit can only be applied for once off during a member's term of membership; and
- 1.3.3 The Fund is established to ensure that continuity in the provision of benefits for the persons referred to above is not lost by reason of the failure to renew the Benefits Fund Agreement of the National Industrial Council of the Printing and Newspaper Industry of South Africa beyond 31 December 1989.
- 1.4 The Trustees shall have the power to make and amend the Rules. A copy of the Rules and any amendments thereof shall be lodged with the Registrar of Friendly Societies.
- 1.5 The Fund, in its own name, shall be capable in law of suing and of being sued and of acquiring, holding and alienating property, movable and immovable.
- 1.6 The benefits payable in terms of these Rules to Members who are "contributors" under the Unemployment Act, 1966, are in addition to those payable in terms of that Act.

2. DEFINITIONS

The following words and expressions shall have the following meanings:-

- 2.1 "Calendar Year" means the period from 1 January to 31 December of any year.
- 2.2 "Day" for the purposes of sections 9 to 16 of the Basic Conditions of Employment Act, 75 of 1997, "day" means a period of 24 hours measured from the time when the employee normally commences work, and "daily" has a corresponding meaning.
- 2.3 "Employer" means any person in the Industry, who employs South African Typographical Union members, or is a member of one of the Employers' Organisations and is admitted to the Fund in accordance with such procedure as the Trustees, in consultation with the Employers' Organisations and the Union, may prescribe from time to time.
- 2.4 "Employers' Organisations" means
- (i) Printing Industries Federation of South Africa;
 - (ii) Print Media Association of South Africa.
 - (iii) Independent Packaging Association of South Africa;
 - (iv) Paper Packaging Employers Association.
- 2.5 "Fund" means the Employee Benefit Fund for SATU Members.
- 2.6 "Industry" means the Printing Newspaper and Packaging Industry as defined in the Scope of the Statutory Council for the Printing, Newspaper and Packaging Industry, which has been approved by the Minister of Labour, and Registered by the Department of Labour.
- 2.7 "Member" means a person who, having been admitted to membership of the Fund and has not ceased to be a member of the Fund. In all cases "Member" shall refer to the male or female gender.
- 2.8 "Principal Officer" means the Principal Officer appointed in terms of these Rules.
- 2.9 "Regional Secretary-Organiser" means the Regional Secretary-Organiser of the Union for the area concerned.
- 2.10 "Rules" mean these Rules and such alterations thereof as may from time to time be in force.
- 2.11 "Trustees" means the Trustees and their alternates appointed in terms of these Rules.
- 2.12 "Union" means the South African Typographical Union.

3. MEMBERSHIP

- 3.1 Each employee in the employment of an Employer on 1 January 1990, who on 31 December 1989, was a member of the Fund operated in terms of the Benefits Fund Agreement of the National Industrial Council of the Printing and Newspaper Industry of South Africa shall become a Member of the Fund on 1 January 1990.

- 3.2 The name has since been changed to The Statutory Council of the Printing, Newspaper and Packing Industry. The condition as set out in 3.1 above applies.
- 3.3 Each employee in the employment of an Employer who is not referred to in Rule 3.1 and 3.2 shall become a Member on becoming a member of the Union.
- 3.4 A Member shall cease to be a Member on the earlier of:
- (i) the date on which he ceases to be an ordinary member of the Union;
 - and
 - (ii) the date on which he ceases to be employed by an Employer.

4. CONTRIBUTIONS

- 4.1 The following contributions shall be payable to the Fund as from 1 January 2006:-
- (i) By each Employer in respect of each member in his employment:-
 - (a) In the case of every member in his employ the employer will pay R0.95 per week; or R4.12 per month.
 - (ii) By each Member in employment:-
 - (b) The amount of R0.74 per week; or R3.21 per month.
- 4.2 The contributions referred to in Rule 4.1 may be increased by the Trustees from time to time by an amendment to the Rules.
- 4.3 The contributions referred to in Rule 4.1 shall be remitted to the Fund by the Employer.

5. QUALIFICATIONS FOR PAYMENT OF BENEFITS

A Member shall become entitled to benefits in terms of these Rules if the Trustees, on production of such evidence as they may require, are satisfied -

- 5.1 that his contributions payable to the Fund are not in arrears;
- 5.2 that contributions have been paid to the Fund by, or in respect of him, for a continuous or unbroken period of not less than 13 weeks; Provided that this Rule shall apply in respect of unemployment benefits only;
- 5.3 that, when unemployed, he has signed the unemployment register of the Union at least once per week or in special circumstances every two weeks as directed by the Regional Secretary-Organiser or, in areas where the unemployment register is not available, has submitted a certificate of unemployment to the Regional Secretary-Organiser that is acceptable to the Trustees;

- 5.4 that he is available for work, but unable to obtain employment, which the Trustees consider suitable, or is prevented from taking up or continuing employment because of sickness. For the purposes of these Rules "sickness" in addition to its ordinary meaning includes injury sustained in an accident, but does not include any sickness or injury caused by a Member's own misconduct, with the exception of alcohol and drug abuse. It also includes absence from employment as a result of quarantine imposed by the responsible authorities because of the illness of a Member or illness in his family;
- 5.5 that his unemployment is not due to any stoppage of work or other cause contrary to the decisions or the Constitution of the Union;
- 5.6 that he has not exhausted his right to benefits under these Rules;
- and
- 5.7 that the benefits have been claimed by the end of the week following that for which they are due.

6. UNEMPLOYMENT AND SICKNESS BENEFITS

A Member who has complied with these Rules shall be paid benefits at the rates specified hereunder during periods of unemployment or sickness; Provided that:

- (a) the total period over which unemployment benefits may be received shall not exceed 26 weeks in all during any period of 12 months from the date of unemployment within that period of 12 months;
- (b) the benefits payable in respect of unemployment or in terms of Rule 6.2 shall not exceed one week's benefits for each six weeks' contributions;
- (c) a Member who has lost his employment because of his misconduct, or has voluntarily left his employment without just cause, shall not be entitled to unemployment benefits for a period of at least three weeks from the date when he lost or left his employment;
- (d) a Member who is paid an allowance by his Employer, will only receive an amount from the Fund, which shall not exceed the amount that he would have received for a normal week's work as set out in Clause 8 of the Rules. No reduction in lump sum payments for compensation shall be made because of any amount received by a Member in terms of The Compensation for Occupational Injuries and Diseases Act 130 of 1993.

6.1 Unemployment Benefits

6.1.1. For any period up to 26 weeks of unemployment, a Member shall be paid from the Fund on production of proof that his contributions are up to date at the following rates as from 4th April, 2009:-

R200.00 per week for 26 weeks;

6.2 Sickness Benefits

- 6.2.1.a The 15 days @ 75 percent explained: For any period, up to the first three working weeks of sickness in any calendar year the member shall, on production of an acceptable medical certificate, be paid 75 per cent of his normal wage by his employer. After the member has exhausted his three weeks' sickness benefit at 75 per cent of his normal wage, he will be entitled to claim the benefit set out in 6.2.2. below.
- 6.2.1.b The 10, 11 or 12 days @ 100 percent explained: A member may also be paid 10, 11 or 12 days at full pay in any calendar year, on production of an acceptable medical certificate. After the member has exhausted his 10, 11 or 12 days at full pay, only the days not used up to 10, 11 or 12 will be accumulated he will be entitled to claim the benefit set out in 6.2.2. below.

Any Member who makes use of the Basic Conditions of Employment Act of 2006, Sick Leave provisions is not entitled to make use of the accumulated sick leave benefits set out in 6.2.2. and 6.4. below.

- 6.2.2. After exhausting the benefits in 6.2.1, and 6.2.1.b, a member shall, for a further period up to 23 weeks of sickness, on production of an acceptable medical certificate, as well as proof that his contributions are up to date, be paid from the Fund at the following rates as from 1 January 2008:-

First two weeks of sickness R200.00 per week.
Next 21 weeks at R150.00 per week.

- 6.2.3. The Trustees shall have the right as a condition precedent to any payment in terms of this Rule, to require a Member to submit himself to a medical examination by a medical practitioner nominated by them.

6.3 Maternity Benefits

When a female Member is granted maternity leave, which shall normally be four months according to the Labour Relations Act, her Employer may or may not pay her for the time she is absent from work due to maternity leave. Should the Employer not pay her, then she shall be paid from the Fund, at the following rates as from 1 January 2008:-

18 weeks at R250.00 per week.

Provided that:-

- (a) She has advised the Regional Secretary-Organiser one (1) month prior to her confinement, or the date on which she will stop work with her Employer and that she will be making application for the maternity benefit;
- (b) contributions have been paid to the Fund by or in respect of her for a continuous or unbroken period of not less than 52 weeks;
- (c) she produces proof to the satisfaction of the Trustees that she was absent from work for the period in question and that her absence was as a result of

pregnancy.

6.4 Accumulated Sickness Benefits

A Member may accumulate the sick leave mentioned in 6.2.1., 6.2.1b that is not used during a particular calendar year up to a maximum of 50 days.

Either:-

- (a) after the benefits payable in terms of 6.2.1., 6.2.1.b, have been paid in a particular calendar year, or
- (b) as a result of a serious illness or surgical procedure he remains unfit for work for a continuous period of not less than 3 weeks, or
- (c) on producing medical evidence as proof that the member was hospitalized for a continuous period of two or more days the Trustees may approve payments of accumulated Sickness Benefits. Provided that the days are working days for the member.

A Member who has so accumulated sick leave and who has elected to utilise such accumulated sick leave shall, on production of an acceptable medical certificate, be paid his normal wage by his Employer for such illness up to the period of the accumulated sick leave. The employer will, on request to the Regional Secretary-Organiser having jurisdiction and on proving that contributions of the member are up to date and that he has paid him/her in full be refunded from the Fund an amount of R111.64 per day or R558.20 per week, or such amount as determined by the Trustees from time to time.

7. SPECIAL PROVISION WHERE BENEFITS HAVE BEEN PAID FOR 26 WEEKS

7.1 A Member who has been paid not less than 26 week's sickness benefits over a continuous period shall not be entitled to any further benefits until a period of not less than 26 weeks has elapsed from the date on which such benefits were last drawn. In calculating this period of 26 weeks, account shall not be taken of any period over which additional sick benefits were authorised by the Trustees in terms of Rule 10.

7.2 Unless otherwise decided by the Trustees, a Member who has been paid not less than 26 weeks' unemployment benefits over a period of 12 months shall not be entitled to further benefits until he has again been employed for not less than a continuous period of 13 weeks. The Trustees may also after consideration of an appeal by the Member with a recommendation from the Regional Secretary-Organiser prescribe such conditions as they may deem advisable in such cases and no benefits shall be payable until those conditions have been fulfilled.

8. SPECIAL PROVISION WHERE ALLOWANCE IS PAID BY EMPLOYER.

If a Member is paid an allowance by his Employer, the amount payable to him by the Fund shall not exceed such an amount as will bring the total amount received by him from his Employer and from the Fund for the particular week up to the amount of his earnings for a normal week's

work.

9. PAYMENT OF BENEFITS ON A DAILY OR HALF-SHIFT BASIS

- 9.1 The payments mentioned in Rule 6.2 are payable on a daily or half-shift basis calculated at one-sixth or one-twelfth of the weekly payment where the Member is, or was, employed in a six-day week establishment and at one-fifth or one-tenth of the weekly payment where the Member is, or was employed in a five-day week establishment.
- 9.2 In respect of benefits payable in terms of 6.1 or 6.2, where the Member has been unable to work because of unemployment or sickness for not less than two consecutive working days, benefits are payable to him on a daily basis calculated at one-sixth of the weekly benefits if he is, or was employed in a six-day week establishment and at one-fifth of the weekly benefits if he is, or was, employed in a five-day week establishment. Where the period of absence is less than two consecutive working days no benefits are payable in terms of Rule 6.2.

10. ADDITIONAL SICK BENEFITS

The Trustees may, in their discretion and notwithstanding the provisions of Rule 6, authorise the payment of sick benefits over a period not exceeding 14 weeks in any Calendar Year over and above the period of 26 weeks mentioned in Rule 6. When dealing with any such application, the Trustees shall give consideration to:-

- (i) the benefits paid or payable to the Member by the State;
- (ii) the complaint from which he is suffering; and
- (iii) his financial position.

11. ADMINISTRATION

- 11.1 For the period commencing on 1 January 1990 and ending on 28 February, 2006, the Union shall be the administrators of the Fund. Thereafter Transparent Financial Services (Pty) Ltd shall be the administrators. Their terms of appointment shall be agreed between them and the Trustees from time to time.
- 11.2 The Trustees may decide to appoint other administrators for such periods and on such terms as they may agree with such other administrators.
- 11.3 The names of any new administrators appointed from time to time shall be set out in an appendix to these Rules.
- 11.4 The Fund shall be administered by the administrators acting on instructions of the Trustees.
- 11.5 The administrators shall keep a complete record of all necessary particulars of the Members of the Fund and of all persons entitled to benefits and of all other matters

essential to the operation of the Fund.

- 11.6 The administrators shall keep full and true accounts of the Fund as required in terms of Rule 18.3.
- 11.7 All cheques, contracts and other documents pertaining to the Fund shall be signed by such persons as the Trustees by resolution may appoint; provided that documents to be deposited with the Registrar shall be signed in the manner prescribed by the Act.
- 11.8 The administrators shall maintain fidelity cover to indemnify the Fund against any loss resulting from the negligence, dishonesty or fraud of any person employed by them.

12. HEALTH MAINTENANCE BENEFITS

- 12.1 At the discretion of the Trustees, an allowance may be paid to ensure that any Member suffering from tuberculosis, or drug or alcohol addiction, or such other disease(s) as may be specified by the Trustees, on ceasing work, either temporarily or permanently, received in all not more than 55% of his wage as determined by the Trustees from time to time.
- 12.2 All applications by Members for the payment of such allowances shall be submitted on the form prescribed by the Trustees, duly supported by adequate medical evidence that the Member is suffering from tuberculosis, or drug or alcohol addiction, or such other disease(s) as may be specified by the Trustees, to the Regional Secretary-Organiser. Applications received by the Regional Secretary-Organiser shall be transmitted to the Principal Officer, together with the recommendation of the Regional Committee of the Union, for consideration by the Trustees.
- 12.3 It shall be a condition precedent for the payment of the allowance that the Member cease work and submit himself to such medical treatment, including hospitalisation and surgical treatment, if necessary, as is recommended by the medical practitioner under whose treatment he is. Should any person to whom an allowance is being paid fail to comply with the directions of such medical practitioner, the payment of the allowance shall cease forthwith. The Application for such an allowance must be submitted prior to the Member commencing any Treatment, if this is not possible then a letter of motivation setting out the reasons why Application was not made prior to commencement of Treatment must accompany the Application.
- 12.4 Simultaneously with the completion of the form of application for this allowance, the Member shall apply for a State grant in terms of the Unemployment Insurance Act, 1966. The Member shall also submit such further information as may be required by the responsible authorities in this connection.
- 12.5 No reduction of the benefits payable shall be made because of any amount received by an applicant in terms of the Unemployment Insurance Act, 1966.
- 12.6 The cost of any medical examination and all other medical expenses shall be borne by the Member.
- 12.7 At the end of each quarter, every beneficiary shall produce to the Regional Secretary-

Organiser a certificate signed by the medical practitioner under whose treatment he is, stating that he is complying with the directions of that medical practitioner and co-operating insofar as his treatment is concerned and further that he remains unfit for work. Should any person to whom an allowance is being paid fail to produce the required certificate, payment of the allowance shall cease forthwith.

12.8 The allowance shall be paid to any particular person for a period of 26 weeks. The member must produce a medical certificate to qualify for further benefits, such period and conditions as determined by the Trustees; Provided that the Trustees, in their discretion, may decide at any time that such allowance shall no longer be paid.

12.9 The following amounts are payable as from 1 January 2008:

R378.00 per week.

13. REDUNDANCY BENEFITS

13.1 Allowances may be paid to Members who have been displaced from their normal employment or have suffered a reduction in their earning capacity as a direct result of technical changes in methods of production, and/or of the cost of training such employees in some other trade or occupation.

13.2 At the discretion of the Trustees, the payment of a weekly allowance of such amount as they may decide according to the circumstances of the particular case may be authorised. These allowances are payable ex-gratia and may be suspended or cancelled by the Trustees, in their discretion, at any time. The Trustees may also, in their discretion, reduce or increase the amount payable. In arriving at the amount payable in any particular case, the Trustees shall have regard to amounts payable to the Member from other sources.

13.3 The Trustees may, in their discretion, authorise the payment from the Fund of a contribution towards, or the total cost of, training a person of the class referred to in Rule 13.1 in some other trade or occupation.

13.4 All applications for benefits shall be made by the local Regional office of the Union on behalf of the Member. The application shall contain full particulars of the grounds which, it is felt, justify the granting of benefits and include particulars concerning the age, trade or occupation, length of service in the Industry, period of membership of the Union and the amount of benefits drawn from the Fund by the Member, as well as all other relevant circumstances.

13.5 The Regional Committee of the Union concerned shall give consideration to all the circumstances of the application and submit it to the Trustees with its recommendation.

13.6 Every decision by the Trustees shall be final, but is subject to Appeal as set out in Rule 15.

14. PAYMENT OF BENEFITS

The benefits accruing from the Fund are conditional on the funds available being in the opinion of the Trustees sufficient to meet all claims. No particular amount shall be regarded as either due or payable until such time as the particular claim has been passed for payment by the Trustees.

15. APPEALS

- 15.1 Any claimant, or other person, who is dissatisfied with a decision on his application, may appeal to the Trustees against such decision within a period of one month of the decision.
- 15.2 In deciding on any question of fact, the Trustees shall act upon such evidence as they deem adequate, whether such evidence amounts to legal proof or not.
- 15.3 In arriving at a decision, the Trustees may receive representations orally or in writing in such manner and on such terms as they may determine.
- 15.4 If any person affected by a decision of the Trustees in terms of Rule 15.2 is dissatisfied with the decision, he shall have the right to refer the matter to arbitration in accordance with the provisions of the Arbitration Act, 1965. Notice of intention to exercise such right shall be given by the person concerned to the Trustees not later than three months from the date of the Trustees' decision and before the arbitration commences the person concerned shall furnish such security for the costs of the arbitration as the Trustees may reasonably require.

The costs of the arbitration shall follow the award of the arbitrator.

16. FORFEITURE OF BENEFITS

- 16.1 Benefits due or payable to any Member from the Fund shall not be capable of being exercised or claimed in any way by anybody other than that Member and shall be purely personal to him and shall not be capable of being ceded, assigned, transferred, pledged or hypothecated or in any way alienated by him or of being attached for any creditor, or of vesting in any other person whomsoever in any capacity.
- 16.2 In the event of a Member's attempting to transfer or otherwise cede, or to pledge or hypothecate, a benefit due or payable to him, the Trustees may withhold or suspend payment thereof; Provided that the Trustees may pay any such benefit, or part thereof, to any one or more of the dependants of the Member, or to a guardian or trustee for the benefit of such dependants during such period as they may determine.

For the purposes of this Rule "dependant" means a person who, in the opinion of the Trustees is dependant on the Member concerned.

17. MANAGEMENT OF THE FUND

17.1 Trustees

- 17.1.1 Subject to the provisions of the Friendly Societies Act, 1956 and of these Rules, the sole responsibility for the management of the Fund shall be vested in the Trustees.
- 17.1.2 There shall be twelve Trustees, six of whom (hereinafter referred to as "Employer Trustees") shall be appointed by the Employers participating in the Fund through the Employers' Organisations and six (hereinafter referred to as "Union Trustees") by the Union.
- 17.1.3 The Employers participating in the Fund, through the Employers' Organisations, shall nominate an alternate to each Employer Trustee to act during the absence of that Trustee. The Union shall nominate an alternate to each Union Trustee to act during the absence of that Trustee.
- 17.1.4 No person in any of the following categories shall be eligible for appointment as a Trustee and if a Trustee at any time falls in any such category he shall cease to hold office:-
- a) a minor or any person who is insane or otherwise capable of acting;
 - b) any person who is disqualified from being a director in terms of an order under the Companies Act, 1973;
 - c) an unrehabilitated insolvent;
 - d) any person removed from an office of trust on account of misconduct;
 - e) any person who has been convicted and sentenced either to imprisonment without the option of a fine or to a fine exceeding R100 for one of the following: theft, fraud, forgery or uttering a forged document, perjury, an offence under the Prevention of Corruption Act, 1958, and offence involving dishonesty or any offence in connection with the promotion, formation or management of a company.
- 17.1.5 A Trustee shall also cease to hold office if:-
- a) he gives written notice of his resignation of his appointment as a Trustee to the body which appointed him and to the other Trustees; or
 - b) he is removed by the body which appointed him.
- 17.1.6 The Trustees shall elect one of their number as chairman of the Trustees. Each successive chairman's tenure of office shall terminate after twelve months, when the Trustees shall elect a new chairman from their number. The first chairman shall be elected from among the Employer Trustees, the second shall be elected from among the Union Trustees and subsequent chairman shall alternate between chairman elected from among the Employer Trustees and

chairman elected from among the Union Trustees. If the chairman of the Trustees is absent from any meeting, the Trustees shall elect a chairman for that meeting from their number, unless the Trustees decide differently.

- 17.1.7 The Trustees shall meet from time to time to conduct the business of the Fund, but not less than twice in any calendar year. An equal number of Employer Trustees and Union Trustees shall form a quorum, provided that not less than four Trustees are present.

All decisions of the Trustees must be unanimous and if no consensus can be reached on any matter the matter shall be referred to the next meeting of the Trustees for further consideration. If no consensus can be reached at that meeting, the matter shall, as the Trustees may decide, either be withdrawn or referred to the Auditor for an opinion. If any Trustee is dissatisfied with the Auditor's opinion the matter shall then be referred to an arbitrator acceptable to the Trustees, and the arbitrator's decision shall be final.

Minutes of all meetings shall be kept.

A resolution in writing signed by all the Trustees (for which purposes an alternate may sign in the absence of the Trustee for whom he is an alternate) shall be of the same force and effect as a resolution passed at a meeting of Trustees and shall be recorded in the Fund's minute book.

- 17.1.8 The Trustees shall have the power in the name of the Fund to enter into and sign any contracts or documents and to institute, conduct, defend, compound or abandon any legal proceedings by or against the Fund and to make by-laws prescribing the form and the manner in which claims shall be lodged and dealt with by the Fund.
- 17.1.9 All cheques, contracts and other documents pertaining to the Fund shall be signed by such persons as the Trustees by resolution may appoint; provided that documents to be deposited with the Registrar of Friendly Societies shall be signed in the manner prescribed by the Friendly Societies Act, 1956.
- 17.1.10 The Trustees and all other officers of the Fund shall be indemnified by the Fund against all proceedings, costs and expenses incurred by reason of any claim in connection with the Fund not arising from their negligence, dishonesty or fraud.
- 17.1.11 The Trustees shall ensure that the Fund is insured against any loss resulting from the dishonesty or fraud of any of its officers, including the Trustees.
- 17.1.12 The Trustees and their alternates shall not be entitled to any remuneration for their services as such.
- 17.1.13. Subject to the approval of the Registrar, the Trustees shall have the power to transfer funds from the Employee Benefit Fund for SATU Members to any other registered Medical Aid Scheme, any Pension/Provident Fund registered in terms of the Pension Fund Act. Provided the Medical Aid Scheme and the Pension/Provident provides benefits for SATU members as prescribed in the

Employee Benefit Fund for SATU Members.

17.2 Other Appointments

- 17.2.1 The Trustees shall appoint an Auditor and may withdraw any such appointment and make another appointment in its place at any time.
- 17.2.2 The Trustees shall appoint a Principal Officer in terms of the Friendly Societies Act, 1956. If the Principal Officer is absent from the Republic of South Africa for more than thirty days or is otherwise unable to perform his duties, the Trustees shall within thirty days appoint another person to act as Principal Officer for the period of his absence or inability.
- 17.2.3 The Trustees shall decide whether the Principal Officer is to receive any remuneration for his services and shall also decide the amount of any such remuneration.

18. FINANCIAL PROVISIONS

18.1 Investments

- 18.1.1 All moneys received on account of the Fund shall be paid into a banking account opened in the name of the Fund.
- 18.1.2 The Trustees shall have full power, subject to the provisions of the Friendly Societies Act, 1956 and the requirements of the Registrar of the Friendly Societies, to receive, administer and apply the moneys of the Fund and in their absolute discretion to lend, invest, put out at interest, place on deposit, make advances, or otherwise deal with the moneys of the Fund upon such security and in such manner as they may from time to time determine and to realise, vary, reinvest or otherwise deal with such securities and other investments as they from time to time determine.

The Trustees may grant the Principal Officer Power of Attorney to sign all documents and contracts as well as take care of the Fund's financial affairs on their behalf and report to the Trustees at the next meeting.

- 18.1.3 All title deeds and securities shall be registered in the name of the Fund or in the name of such nominee company acceptable to the Registrar of Friendly Societies as the Trustees may appoint.

The documents of title registered in the name of the Fund in connection with any investment or asset of the Fund shall be kept in safe custody at the registered office of the Fund or in a banking institution, as decided by the Trustees. Any documents of title registered in the name of a nominee company in connection with any investment or asset of the Fund shall be kept in safe custody at the registered office of that company or in a banking institution, as decided by that company.

18.1.4 The powers of the Trustees to make investments and to realise, vary, reinvest or otherwise deal with the securities concerned, may be delegated by the Trustees, on such terms and conditions as they may specify, to

- a) a sub-committee of such of their members as they may nominate; or
- b) a financial institution as defined in the Financial Institutions (Investment of Funds) Act, 1984; or
- c) a person approved in terms of Section 4(1)(f) of the Stock Exchanges Control Act, 1985.

The Trustees shall not be liable for the negligence, dishonesty or fraud of an institution referred to in (b) or a person referred to in (c).

18.1.5 The Fund shall receive such amount as represents the assets of the Fund referred to in Rule 3.1.

18.1.6 The Fund shall also have power to receive income from such other source as the Trustees may approve.

18.2 Expenses

Except where otherwise provided, the whole of the expenses in connection with or incidental to the management or administration of the Fund and the investment thereof shall be paid by the Fund.

18.3 Accounts

The Trustees shall cause full and true accounts of the Fund to be kept, such accounts to be made up as at the end of each Calendar Year, to be audited by the Auditor and then to be submitted to the Registrar of Friendly Societies.

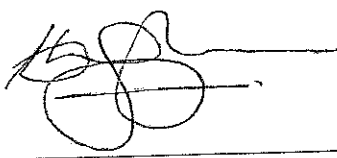
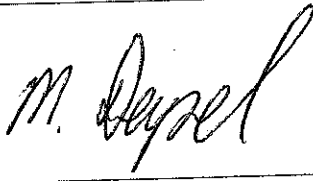
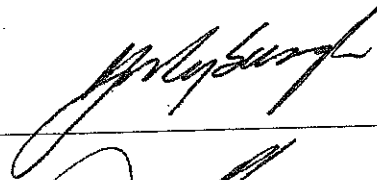

19. LIQUIDATION OF THE FUND

19.1 If at any time the Trustees decide that it is no longer practical for any reason to continue the Fund, they shall appoint a suitable person who shall not himself be a Trustee and whose appointment shall be subject to the approval of the Registrar of Friendly Societies to act as liquidator of the Fund.

19.2 As from the date of the approval of his appointment by the Registrar of Friendly Societies, the liquidator shall realise the assets of the Fund and, after payment of all expenses incurred in liquidating the Fund, shall apply the proceeds in such manner as is acceptable to the Registrar of Friendly Societies to secure the continued payment of benefits to which Members have become entitled in terms of these Rules. If the proceeds are more than sufficient for this purpose, the liquidator shall distribute the excess among the remaining Members in such proportions as he shall determine, having regard to the amount of the contributions paid by each such Member.

19.3 When all payments have been made by the Fund in terms of Rule 19.2, the Fund shall have no further liability to any person and its registration in terms of the Friendly Societies Act, 1956 shall be cancelled.

Signed at Pretoria on this 22 day of MAY 2009.

	Signature
Name: CHRISTOPHER WALTER JOHN SYKES Chairperson	
Name: MARTIN DEYSEL Principal Officer	
Name: PHILLIP GEORGE MYBURGH Union Trustee	
Name: PATRICK LACY Employer Trustee	

DEUR MY GEREISTREER OP HEDE DIE
REGISTERED BY ME ON THIS THE
.....
DAG VAN 10TH
DAY OF JUNE 2010
.....
Registrateur van Onderlinge Helpverenigings
Registrar of Friendly Societies