

Consolidated AGL Participation Schedule

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Participation Schedule

1 Status of Participation Schedule

This Participation Schedule overrides the provisions of Division AA of the Rules to the extent of any conflict but is subject to Division A.

2 Status of Parts

2.1 Application of Parts

- (a) This Participation Schedule is divided into eight Parts; the General Part and Parts 1, 2, 3, 4, 5, 6 and 7.
- (b) The General Part applies to Category BLY Members, Category CLY Members, Category B Members, Category C Members, Category C-UE Members, Category RC Members and Category CA-UE Members.
- (c) Part 1 applies to Category D Members.
- (d) Part 2 applies to Category BLY Members.
- (e) Part 3 applies to Category CLY Members.
- (f) Part 4 applies to Category B Members.
- (g) Part 5 applies to Category C Members and Category C-UE Members.
- (h) Part 6 applies to Category RC Members.
- (i) Part 7 applies to Category CA-UE Members.

2.2 Overriding effect of General Part

- (a) If there is a conflict between a Clause of the General Part and a Clause of Part 2, Part 3, Part 4, Part 5 or Part 7, that Clause of the General Part prevails to the extent of the conflict.
 - (b) If there is a conflict between a Clause of the General Part and a Clause of Part 6, that Clause of Part 6 prevails to the extent of the conflict.
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3 Commencement Date

The Commencement Date of this Participation Schedule is the Commencement Date of the Participation Agreement or such later date as is agreed between the Trustee and the Employer.

4 Employers

For the purposes of this Participation Agreement:

- (a) the Employers at the Commencement Date were Loy Yang Power Management Pty Ltd and Loy Yang Marketing Management Company Pty Ltd; and
- (b) the Employers as at the AGL Energy Transfer Date are AGL Loy Yang Pty Ltd (previously known as Loy Yang Power Management Pty Ltd), AGL Loy Yang

5 Definitions

A word or expression which is defined in the Rules or the Participation Agreement has when used in this Participation Schedule, the meaning given to it under the Rules or the Participation Agreement, except as follows:

"AGL Commencement Date" means 25 October 2006.

"AGL Energy Transfer Date" means 1 May 2020.

"Clause" means a Clause of the Part in which the reference to the Clause is made, unless stated otherwise. For the avoidance of doubt, a Clause does not mean a clause of the Participation Agreement that is not a Clause in the Participation Schedule. "Clauses" has a corresponding meaning.

"Former AGL Energy Participation Agreement" means the Division F Participation Agreement entered into between AGL Energy Limited and the Trustee on 25 October 2006.

"Former AGL Energy Sub-Division" means the Sub-Division established by the Former AGL Energy Participation Agreement.

"General Part" means the General Part of this Participation Schedule.

"Member" means a member of the Fund to whom this Participation Schedule applies at the relevant time.

"Part 1" means Part 1 of this Participation Schedule.

"Part 2" means Part 2 of this Participation Schedule.

"Part 3" means Part 3 of this Participation Schedule.

"Part 4" means Part 4 of this Participation Schedule.

"Part 5" means Part 5 of this Participation Schedule.

"Part 6" means Part 6 of this Participation Schedule.

"Part 7" means Part 7 of this Participation Schedule.

6 Amendments to this Participation Schedule

Amendments to this Participation Schedule may be made only in compliance with Rule A12, as if the Participation Schedule formed part of the Rules.

General Part

1 Preliminary

1.1 Application of this General Part

The provisions of this General Part apply to Category BLY Members, Category CLY Members, Category B Members, Category C Members, Category C-UE Members, Category RC Members and Category CA-UE Members.

1.2 Application of Division AA of the Rules

The provisions of Division AA of the Rules:

- (a) apply to Category BLY Members, Category CLY Members, Category B Members, Category C Members, Category C-UE Members, Category RC Members and Category CA-UE Members; and
 - (b) prevail over Parts 2, 3, 4, 5, 6 and 7 to the extent of any conflict, unless the contrary intention appears or context requires otherwise.
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2 New Members and Categories

2.1 Categories

(a) Category BLY

No person shall be admitted as a Category BLY Member unless he or she was a member of Division B or an equivalent category and is, immediately thereafter (with the Trustee and the Employer's consent), transferred to membership under this Participation Agreement.

(b) Category CLY

A person may only be admitted as a Category CLY Member:

- (1) in accordance with Clause 1 of Part 3; or
- (2) if he or she was a member of Division C or an equivalent category and is, immediately thereafter (with the Trustee and the Employer's consent), transferred to Membership under this Participation Agreement.

(c) Category B Members, Category C Members, Category C-UE Members, Category RC Members and Category CA-UE Members

Subject to Clause 3(g) of the Participation Agreement and clause 2.1(d) of this General Part, after the AGL Energy Transfer Date, no person shall be admitted as a Category B Member, Category C Member, Category C-UE Member, Category RC Member or a Category CA-UE Member.

(d) Transfers between Parts

Subject to Rule AA5.7, the Trustee may:

- (1) with the consent of the Member, transfer a Category BLY Member from Part 2 to Part 3; or

- (2) with the consent of the Member and the Employer, transfer a Category BLY Member or Category CLY Member from Part 2 or Part 3 (as applicable) to Part 1; or
- (3) with the consent of the Member and the Employer, transfer a Category D Member from Part 1 to Part 3; or
- (4) with the consent of the Member, transfer a Category B Member from Part 4 to Part 5, or
- (5) at the Employer's request and with the consent of the Member, transfer a Category RC Member from Part 6 to Part 1,

on such terms and conditions as the Trustee determines.

(e) Multiple Category and Division membership

Subject to the provisions of the relevant Parts and Divisions concerning admission to membership, a Member may concurrently be a member of:

- (1) Category BLY, CLY, B, C, C-UE, RC or CA-UE; and
- (2) either or both of Category D and Division E.

3 Special conditions – Categories BLY and CLY

There are no special conditions applying to Category BLY or Category CLY Members.

4 Special conditions – Category RC Members

The following special conditions apply to Category RC Members:

Compulsory transfer to Part 1

If a Category RC Member ceases employment as either a Full-Time Employee or a Part-Time Employee (as defined in Part 6) and commences instead as a Casual Employee:

- (1) he or she shall immediately cease to be a Member of and to accrue benefits under Part 6; and
- (2) the Trustee shall transfer him or her from Part 6 to Part 1 on such terms and conditions as the Trustee determines PROVIDED THAT the value of his or her leaving service benefit as at the date of the transfer shall not be less than the value of his or her leaving service benefit accrued up to that date (but, for the sake of clarity, the value of his or her benefits after the transfer shall be determined in accordance with Part 1).

Part 1

1 Preliminary

1.1 Application of this Part 1

The provisions of this Part 1 apply to Category D Members.

1.2 Application of Division D of the Rules

The provisions of Division D of the Rules apply to Category D Members unless the Contrary intention appears or context requires otherwise.

2 Special conditions

There are no special conditions applying to Category D Members.

Part 2

1 Preliminary

1.1 Application of this Part 2

The provisions of this Part 2 apply to Category BLY Members.

1.2 Interpretation

In this Part 2, unless the contrary intention appears or context requires otherwise:

“Australian Consumer Price Index” means the highest level of the Australian Consumer Price Index as published by the Australian Bureau of Statistics, which, for the time being, means the index known as the ‘weighted average of the eight capital cities - all group index’

“Child” has the same meaning given in Rule A1.3 except where a Member elects to take a Benefit as a pension in which case **“Child”** in relation to that Member (unless the Trustee determined otherwise) does not include –

- (a) a child adopted by the Member after the Member ceased to be an Employee;
- (b) a step-child of a marriage of the Member which took place after the Member ceased to be an Employee;
- (c) a child of the Member born after the Member ceased to be an Employee, unless the Trustee is satisfied on production of such proof as the Trustee may require that the child was conceived but not yet born at the time the Member ceased to be an Employee;
- (d) a child whom the Member gave up for adoption and who has been lawfully adopted by another person; or
- (e) in relation to a Member who dies on or after 1 July 2007, a child of the Member who has attained the age of eighteen (18) years unless:
 - (1) the child has not attained the age of twenty-five (25) years and is financially dependent on the Member; or
 - (2) the child has a disability of the kind described in section 8(1) of the Disability Services Act 1986 (Cth);

“Child Allowance” means a Benefit payable pursuant to Clause 3.4, 3.5, 3.6 or 3.7 and calculated in accordance with Clause 3.9 of this Part 2.

“Compensation and Rehabilitation Act” means an act or regulation of Australia, any State or Territory thereof or of any country, as the case requires, under which a claim can be made by or in respect of an Employee for compensation for the Employee’s illness, injury or death and includes any payment made in respect thereof under any enactment of a national compensation, rehabilitation or like arrangement in respect thereof having government support or recognition.

“Consumer Price Index Ratio”, in relation to 1 January in a particular calendar year, means:

- (a) the ratio that the Consumer Price Index (being the Melbourne – all groups index) published by the Australian Bureau of Statistics Canberra for the September quarter

of the immediately preceding calendar year, bears to the said index for the September quarter of the calendar year next prior thereto; or

- (b) in respect of the reduction of a Pension that commences payment on or after 20 September 2007, the ratio that the Australian Consumer Price Index for the September quarter of the immediately preceding calendar year bears to the said Index for the September quarter of the calendar year next prior thereto; or
- (c) if such index is discontinued or is not available, such other indexation or adjustment basis as may be determined by the Trustee from time to time.

“Cost of Living Variation” means the change as at 1 January in a particular calendar year being an addition to or subtraction from a Pension, as the case requires, made by the Trustee to or in respect of a Member who ceases to be an Employee before the last preceding 1 January, equal to the Pension that was being paid immediately prior to 1 January of that year multiplied by the applicable factor, namely, the relevant Consumer Price Index Ratio minus the number one.

“Disablement” means in relation to a Member a state of physical or mental health caused through bodily injury, illness, disease or infirmity (none of which has been incurred or inflicted for the purpose of obtaining a Benefit) which the Trustee, after obtaining the advice of a legally qualified and registered medical practitioner, determines has rendered the Member temporarily or permanently incapable of performing the Member’s duties to the Employer and required the termination of the Member’s employment with the Employer or the cessation of or reduction in the Member’s Remuneration for the time being.

“ERBF” means the SEC Employees’ Retirement and Benefit Fund.

“Final Average Remuneration¹” means in relation to a Member the average of the Member’s annual rate of Remuneration during the one year of the Member’s Membership Period (or the actual Membership Period, if less) immediately preceding –

- (a) in the case if a Member suffering Temporary Total Disablement, the Date of Disablement; or
- (b) in any other case, the date the Member ceased to be an Employee,

PROVIDED THAT, in the case of a Member who immediately before last becoming a Member of the Fund was a member of the ERBF, for the purpose of this definition the Member’s Membership period shall include the most recent uninterrupted period during which the Member was or was deemed to be a member of the ERBF under the provisions governing that fund **PROVIDED ALWAYS THAT** the Final Average Remuneration of a member who is entitled to receive a Pension on Temporary Total Disablement shall be the Final Average Remuneration as at the day before commencement of that Pension increased by the same percentage as such Pension has been increased since the date of its commencement.

“Full-time Education” means the time that a Child is engaged in full-time attendance as a student at an educational institution and a period of six weeks after ceasing to be a student provided that, when a Child ceases to be a student at the end of the normal school or college year and that child does not subsequently resume full-time attendance at an educational institution, payment of any relevant allowance will continue until (but not for or beyond) the first complete pay period that commences on or after 1 February in the following year.

“Gratuity Benefit” means in relation to a Relevant Pre-1974 Member a lump sum equal to two per centum (2%) of the Member’s Final Average Remuneration for each complete year

¹ Definition of Final Average Remuneration varied for Loy Yang members, with effect from 1 January 2010

(and pro rata for each additional complete month), if any, during the most recent uninterrupted period of the Member's employment as a wages Employee between:

- (a) the later of the date the Member last became a wages Employee and the date the Member attained age 21; and
- (b) the earlier of the date the Member first became a member of the ERBF and the date the Member first became a Member of the Fund.

"Lump Sum Benefit" means a single cash sum Benefit payable on the death or Permanent Total Disablement of a Member, who has not attained the Retirement Age, equal to the Member's Final Average Remuneration.

"Member" means a Member to whom this Part 2 applies

"Member's Accumulated Contributions" means an amount as at the date the Member ceases to be an Employee, equal to the Contributions made by the Member together with interest thereon at the Agreed Rate from the date each Contribution is received by the Fund to the date the Member ceases to be an Employee.

"Member's Accumulated Post-1993 Contributions" means an amount as at the date the Member ceases to be an Employee, equal to the Contributions made by the Member after 30 June 1993 together with interest thereon at the Agreed Rate from the date each Contribution is received by the Fund to the date the Member ceases to be an Employee.

"Member's Accumulated Pre-1993 Contributions" means an amount as at the date the Member ceases to be an Employee, equal to the Contributions made by the Member prior to 1 July 1993 together with interest thereon at the Agreed Rate from the date each Contribution is received by the Fund to the date the Member ceases to be an Employee.

"Membership Period" means in relation to a Member the most recent continuous period expressed in years (including any fraction of a year calculated in complete months) during which the Member was both a Member and an Employee provided that a Member's Membership Period shall include:

- (a) any additional Membership Period granted pursuant to the Rules;
- (b) any period during which the Member's Contributions are suspended or deferred but in respect of which such Contributions are subsequently paid by or in respect of the Member; and
- (c) in relation to a Member who is re-admitted as a Member having been in receipt of a Pension under this Part 2 (or Division B before the Commencement Date) on Permanent Total Disablement or Permanent Partial Disablement immediately prior to re-admission but not having commuted any part of such Pension:
 - (1) in the case of a Pension payable on Permanent Total Disablement, any period prior to re-admission during which the Member was a Pensioner suffering such Disablement; or
 - (2) in the case of a Pension payable on Permanent Partial Disablement, a period of not more than but which may be less than the period of such Disablement, as determined by the Trustee after obtaining the advice of the Actuary.

provided further that a Member's Membership Period shall not include:

- (d) any period during which the Member's Contributions are suspended or deferred but are not subsequently paid by or on behalf of the Member;

- (e) except where the Rules or this Participation Schedule expressly provide otherwise or the Member's Employer and the Trustee otherwise agree, any period during which a Member is not receiving or deemed to be receiving Remuneration; and
- (f) any other period excluded pursuant to the Rules or this Participation Schedule, provided always that a Member's Membership Period shall not exceed forty (40) years.

"Membership to Retirement" means the period (expressed in years and including any fraction of a year calculated in complete months) which is the sum of:

- (a) the period between the applicable determination date and the date the Member would attain the Retirement Age; and
- (b) the Member's Membership Period as at the applicable determination date,

but shall not exceed forty (40) years.

"Permanent Partial Disablement" means Disablement of a degree that, in the opinion of the Trustee after obtaining the advice of a legally qualified and registered medical practitioner has rendered the Member permanently incapable of performing work of the nature or extent of that undertaken by the Member immediately prior to the Date of Disablement but not of a degree which, in the opinion of the Trustee, has rendered the Member unlikely ever to be able to undertake any form of remunerative work.

"Permanent Total Disablement" means Disablement of a degree that, in the opinion of the Trustee after obtaining the advice of a legally qualified and registered medical practitioner, the Member is unlikely ever again to be able to undertake any form of remunerative work.

"Pre-1993 Prospective Retirement Pension" means in relation to a Member:

- (a) if the Member's Membership to Retirement is thirty-five (35) years or more, seventy per centum (70%) of Final Average Remuneration;
- (b) if the Member's Membership to Retirement is thirty (30) years or more but less than thirty-five (35) years, sixty-six and two-thirds per centum (66-2/3%) of Final Average Remuneration plus two-thirds per centum (2/3%) of Final Average Remuneration for each complete year of Membership to Retirement in excess of thirty (30) years;
- (c) if the Member's Membership to Retirement is less than thirty (30) years, two and two-ninths per centum (2-2/9%) of Final Average Remuneration for each complete year and pro-rata for each additional complete month of Membership to Retirement.

"Pre-1975 Rules" means the Rules of the Fund which applied immediately prior to 11 July 1975.

"Relevant Pre-1974 Member" means a Member who became a wages employee of the State Electricity Commission of Victoria before 12 August 1974 and who did not immediately join the ERBF.

"Remuneration" means in relation to a Member at any particular date the amount derived by the Member from services rendered to the Employer as an Employee provided that:

- (a) a Member's Remuneration includes whichever of the following apply in respect of the Member, namely award salary or wage, permanent shift premium, experience payment, State incremental payment, State over award payment, permanent leading hand allowance and (not before 1 September 1987) 50% of permanent weekend penalty;
- (b) except where the Member's Employer expressly determines otherwise and notifies the Trustee, a Member's Remuneration does not include any allowance, penalty,

loading, bonus or special payment or increment which is not expressly included under paragraph (a) hereof;

- (c) in the case of a Member who is on Leave of Absence without Remuneration or at a reduced rate of Remuneration, the Member's Remuneration during that Leave of Absence shall be an amount equal to the rate of the Member's Remuneration immediately prior to the commencement of that Leave of Absence; and
- (d) if a Member's Remuneration is reduced and the Employer agrees that the reduction shall not be taken into account for the purposes of the Rules, the Member's Remuneration from time to time shall be the greater of:
 - (1) the Member's rate of Remuneration immediately before that reduction; and
 - (2) the actual rate of the Member's Remuneration,

provided always that the Remuneration of a particular Member or class of Members for the purposes of the Rules shall be such other amount or rate as the Employer notifies to the Trustee either in special circumstances determined by the Member's Employer or in circumstances where the Member and the Member's Employer agree to the Member being placed in a category of Members for whom Remuneration shall be such other amount or rate.

"Retirement Age" means the age of sixty-five (65) years.

"Special Dependant" means in relation to a deceased Member, any person who:

- (a) either:
 - (1) married the Member (or commenced to live with the Member as a spouse) after the Member ceased to be an Employee; or
 - (2) in the opinion of the Trustee, was dependent on the Member at the time of the Member's death; and
- (b) in any such case, the Trustee considers should be recognised as a Special Dependant of the Member, having regard to any relevant preference of the Member communicated by the Member to the Trustee in writing during the Member's lifetime and such other matters as the Trustee considers relevant,

but shall not in any case include a Member's Spouse, a Child of a Member aged less than sixteen (16) years or an unmarried Child aged over sixteen (16) years who is in Full-time Education.

"Superannuation or Pension Act" means an act or regulation of Australia, any State or Territory thereof or of any country, as the case requires, under which persons are entitled to receive payments whether by lump sum or periodical payments or both.

"Temporary Total Disablement" means Disablement (not being Permanent Total Disablement) of a degree that, in the opinion of the Trustee, the Member is unable for the time being to undertake any form of remunerative work and during which time the Member is not receiving any Remuneration and is regarded as being on Leave of Absence.

"Terminal Illness" means that:

- (a) a Terminal Medical Conditions exists or has previously existed in relation to a Member; or
- (b) such other medical condition, as specified in a policy of insurance effected by the Trustee for the purpose of a terminal illness benefit, exists or has previously existed in relation to a Member.

“Terminal Medical Condition” has the same meaning as ascribed to that term in the Relevant Law.

1.3 Special conditions

(a) Medical classification of pre-11 July 1975 Members

A Member who last became a Member before 11 July 1975 and whose membership prior to that date was not subject to special terms or conditions, shall become a Member under this Part 2 free of any special terms or conditions. Any other Member who last became a Member before 11 July 1975 shall become a Member subject to the like terms and conditions as the Member was subject to as a contributor under the Pre-1975 Rules, unless the Trustee otherwise determines.

(b) Benefit limitations

- (1) The Trustee, after obtaining the advice of the Actuary, may have admitted a Member before 1 September 1987 subject to special conditions as to Contributions and/or Benefits as it may have determined, and may remove or amend any such special condition.
- (2) The Trustee shall advise every Member of any special conditions it has imposed on the Member's Contributions and/or Benefits.
- (3) Where a Member becomes a Member on or after 11 July 1975 and ceases to be an Employee by reason of death or Disablement before the Trustee has advised whether any special conditions are imposed as to Benefits to be provided for and in respect of the Member, the Trustee may reduce the Benefit payable to or in respect of the Member but not below the Benefit which would have been payable to the Member if the Member had voluntarily ceased to be an Employee in good health.
- (4) Where the Trustee, after obtaining the advice of a legally qualified and registered medical practitioner, determined that the death or Disablement of a Member resulted from a cause not associated with the reason for the imposition on the Member of special conditions as aforesaid and was caused neither directly nor indirectly by the Member nor by a person with the intent of becoming entitled to receive a Benefit as a result thereof, the Benefits payable to or in respect of that Member shall be such as would have been payable had no such special condition been imposed.
- (5) The Trustee may temporarily or permanently terminate or redeem payments to or in respect of a Pensioner, being a Member who has not attained the age of fifty-five (55) years, who the Trustee considers has regained a state of health regarded as satisfactory or an improved state of health.

(c) Government payments deductible from Benefits

Notwithstanding anything expressed or implied to the contrary in any other provision of this Part 2, where a person is receiving or is entitled to receive an income or cash under a Compensation and Rehabilitation Act or a Superannuation or Pension Act, then unless the Employer and the Trustee otherwise agree, the Trustee must reduce, suspend or reinstate in whole or in part any Benefit payable to or in respect of that person by an amount not exceeding the amount of the income or cash so entitled to be received.

If the claim is paid as a single cash sum and the reduction is to be made from a Pension, the amount thereof shall be determined by the Trustee, after obtaining the advice of the Actuary.

(d) Offsets for direct payments by Employers

If the Employer shall make any payment to or in respect of a Member, not from the Fund, and which it shall have declared to have been made in whole or in part in substitution for a payment of the same amount from the Fund, and such payment results in the Trustee being relieved of liability therefor under the Rules of this Participation Schedule, the Trustee shall reduce the Benefit payable to or in respect of the Member by the amount of the said payment and the Employer's Contributions shall also be reduced by the amount of the said payment in the Fund Year in which it was made (or during any later period the Employer determines).

(e) Death, Disablement and Terminal Illness Benefit Limitations

The Trustee may determine that the Benefit payable in the event of Terminal Illness or on the death or Disablement of a Member shall be insured in whole or in part with an insurance company. If the Trustee is unable to effect the insurance at premium rates that the insurance company charges for lives with no health impairment whatsoever, not exposed to any special risks, and of the same age and sex as the Member, the Trustee, after obtaining the advice of the Actuary, may impose such limitations or conditions on the Benefit as it determines.

(f) Benefit to Dependant may be reduced where prior payment made by Employer

Where an Employer makes an ex-gratia payment to any of the Dependents of a Member, not from the Fund, within six (6) months after the Member's death, the Benefit payable in respect of the Member shall be reduced by an amount not exceeding the amount of such payment unless the Employer and the Trustee otherwise agree, and moneys which would have been payable but for the reduction of a Benefit under this Clause 1.3(f) shall be retained in the Fund for the general purposes thereof.

2 Contributions

2.1 Contributions by Members

(a) Normal contribution basis

Subject to the Rules and this Participation Schedule and any special terms or conditions imposed on admission as a Member, a Member shall make Contributions at the rate of six per centum (6%) of Remuneration from time to time.

(b) Period during which Member shall make Contributions

Unless otherwise provided by the Rules and this Participation Schedule, a Member shall continue to pay Contributions until the earliest of the date that:

- (1) the Member ceases to be an Employee;
- (2) subject to Rule AA11, the Member attains the Retirement Age; and
- (3) the date the Member's Membership Period equals forty (40) years.

(c) Contributions during Leave of Absence**(1) Member's options**

A Member on Leave of Absence may elect to contribute to the Fund during such Leave on either of the bases provided for in Clauses 2.1(c)(2) and (3) of this Part 2 hereof with the consequences provided for therein. Such an election shall be made at the time and in the manner determined by the Trustee but, unless and until such a Member makes an effective election to contribute as provided in Clause 2.1(c)(2), the Member shall be deemed to have elected the basis provided for in Clause 2.1(c)(3). Any amounts payable to the Fund by a Member pursuant to this Clause 2.1 shall be paid to the Fund at the times and in the manner determined by the Trustee.

(2) Full contributions basis

If a Member on Leave of Absence elects to pay Contributions on the basis provided for in this Clause 2.1(c)(2), the Member shall pay to the Fund during such Leave:

- (A) Contributions determined in accordance with Clause 2.1(a) of this Part 2; and
- (B) where the Leave of Absence is not due to Disablement, sickness, injury or the complete or partial – but in either case temporary – closing down of the business of the Employer and such additional Contributions are required by the Employer, additional Contributions at a rate agreed between the Trustee and the Employer, after obtaining the advice of the Actuary.

Any period of Leave of Absence during which Contributions are so paid by the Member shall be included in the Member's Membership Period for the purpose of determining any Benefit and, in determining any Benefit which becomes payable on the death or Disablement of the Member during such Leave, the prospective period between the date of death or the applicable Date of Disablement, as the case may be, and the date the Member would attain the Retirement Age shall be taken into account on the same basis as would have applied if the Member had not been on such Leave.

Except as specified below, any additional Contributions made by a Member as provided in Clause 2.1(c)(2)(B) or under Rule B1.4(c)(ii)(2) shall not be included in the Member's Accumulated Contributions but, where a Benefit becomes payable to or in respect of the Member pursuant to Clause 3.6, 3.8, 3.10 or 3.12 of this Part 2 the single cash sum Benefit otherwise payable shall be increased by a sum equal to the amount of any such additional Contributions made by the Member (but not including any such Contributions made by the Member between 11 July 1975 and 13 February 1980 or pursuant to an arrangement made between those dates) with interest calculated thereon at the Agreed Rate.

Any additional Contributions made by a Member as provided in Clause 2.1(c)(2)(B) or under Rule B1.4(c)(ii)(2) between 11 July 1975 and 13 February 1980 or pursuant to an arrangement made between those dates, shall be included in the Member's Accumulated Contributions for the purpose of calculating any Benefit pursuant to Clause 3.6, 3.8, 3.10 or 3.12 of this Part 2 but not otherwise.

(3) Limited premium basis

If a Member on Leave of Absence elects or is deemed to have elected to make payments on the basis described in this Clause 2.1(c)(3), the Member shall make payments to the Fund at the rate of two per centum per annum (2%) of the Member's Remuneration during such Leave.

If such payments are made to the Fund, the period of such Leave shall not be included in the Member's Membership Period for the purpose of determining any Benefit but, in determining any Benefit which becomes payable on the death or Disablement of the Member during such Leave, the prospective period between the date of death or the applicable Date of Disablement, as the case may be, and the date the Member would attain the Retirement Age shall be taken into account on the same basis as would have applied if the Member had not been on such Leave.

Any such payments by a Member shall not be considered to be Contributions paid to the Fund by the Member for the purposes of the Rules and this Participation Schedule.

(d) Adjustment for non-payment

If the Contributions or other amounts payable by a Member to the Fund are not paid into the Fund as and when required under the Rules or this Participation Schedule, the Trustee, after obtaining the advice of the Actuary, may adjust the Benefits for and in respect of that Member in such manner and to such extent as the Trustee considers appropriate.

(e) Member to pay any charges on Contributions

Any charges or expenses in respect of a Member's Contributions shall be payable by the Member, so that all the Member's Contributions shall be received by the Trustee free of all deductions.

(f) Payments by Employer of Member's Contributions

Without limiting Rule AA3.2 or AA3.3, if an Employer pays the whole or any part of the Contributions or other payments which under the Rules or this Participation Schedule are payable by a Member, the moneys so paid, where not reimbursed to the Employer by the Member, shall not be considered to be Contributions paid to the Fund by the Member for the purposes of the Rules or this Participation Schedule.

(g) Deduction of unpaid amounts and interest

Unless the Trustee and the Employer consider in any particular case that it is inappropriate to make such a deduction or that the Benefits to be provided in respect of the Member shall be adjusted in some other manner, on any Benefit becoming payable to or in respect of a Member the Trustee shall deduct therefrom by instalments or as a single amount (as determined by the Trustee) any unpaid Contributions or other amounts which were payable by the Member together with interest thereon at the Agreed Rate.

3 Benefits

3.1 Pension at Retirement Age or within 5 years before²

If a Member retires as an Employee on attaining the Retirement Age or on or after attaining the age of sixty (60) years, a Pension shall be payable to the Member for the Member's lifetime. The Pension shall be the sum of:

- (a) in respect of the first thirty (30) years of the Member's Membership Period, the sum of:
 - (1) two and two-ninths per centum (2-2/9%) of Final Average Remuneration for each complete year (and pro-rata for any fraction of an incomplete year) of the Member's Membership Period prior to 1 July 1993;
 - (2) 2% of Final Average Remuneration for each complete year (and pro-rata for any fraction of an incomplete year) of the Member's Membership Period from 1 July 1993 to 31 December 2000;
 - (3) 2.17% of Final Average Remuneration for each complete year (and pro-rata for any fraction of an incomplete year) of the Member's Membership Period from 1 January 2001 to 28 October 2001; and
 - (4) 2.22% of Final Average Remuneration for each complete year (and pro-rata for any fraction of an incomplete year) of the Member's Membership Period which commenced after 28 October 2001.

and

- (b) In respect of the first five (5) complete years of the Member's Membership Period in excess of thirty (30) years, the sum of:
 - (1) two-thirds per centum (2/3%) of Final Average Remuneration for each complete year of the Member's Membership Period prior to 1 July 1993;
 - (2) 0.6% of Final Average Remuneration for each complete year of the Member's Membership Period from 1 July 1993 to 31 December 2000;
 - (3) 0.65% of Final Average Remuneration for each complete year of the Member's Membership Period from 1 January 2001 to 28 October 2001; and
 - (4) two-thirds per centum (2/3%) of Final Average Remuneration for each complete year of the Member's Membership Period which commenced after 28 October 2001.

3.2 Pension at or after age fifty-five (55) years

If a Member retires as an Employee on or after attaining the age of fifty-five (55) years but before attaining the age of sixty (60) years, a Pension shall be payable to the Member for the Member's lifetime. The Pension shall be calculated in the first instance as set out in Clause 3.1 of this Part 2 but based on the Member's actual Membership Period and Final Average Remuneration at date of actual retirement and then reduced by the percentage obtained from the following table for the Member's age at retirement, interpolating between the percentages for any complete months of age:

² Clause 5.1(a) and (b) varied for Loy Yang members, with effect from 29 October 2001

Age in years at retirement	Percentage Reduction
60	0%
59	4%
58	8%
57	12%
56	16%
55	20%

3.3 Commutation of retirement Pensions

(a) Single lump sum Benefit in lieu of Pension

A Member who is entitled to or in receipt of a Pension pursuant to Clause 3.1 or 3.2 of this Part 2 may within three (3) months, or within such other time as the Trustee may determine (as a determination of general application and not for a particular case), after ceasing to be an Employee elect in writing to the Trustee to commute on one occasion only all or a portion less than the 90 per centum (90%) of the Member's Pension for a single lump sum Benefit.

The election of the Member shall be deemed to include the conversion of the entitlement of a surviving Spouse on the death of the Member unless the election:

- (1) relates to less than 90 per centum (90%) of the Member's annual Pension entitlement; and
- (2) specifies that it relates only to the Pension that would become payable from the time the Member becomes entitled to the single cash sum Benefit until the Member's death.

Where a Member commutes a portion of the Member's Pension pursuant to this Clause 3.3, no further Benefit in relation to the portion so commuted shall be payable to or in respect of the Member.

Where an election of a Member is deemed to include the conversion of the entitlement of a surviving Spouse on the death of the Member, the single lump sum Benefit shall be the amount calculated by multiplying the portion of the annual Pension being commuted by the multiple obtained from commutation multiple Table No 1 pursuant to Clause 3.3(b) of this Part 2 for the Member's age as at the date the Member ceased to be an Employee and deducting any payments made since that date in respect of the percentage of the Pension being commuted.

Where the election of a Member relates only to the Pension that would become payable until the death of the Member, the single cash sum Benefit shall be calculated by multiplying the portion of the annual Pension being commuted by the multiple obtained from the commutation multiple Table No 2 pursuant to Clause 3.3(b) of this Part 2 for the Member's age as at the date of ceasing to be an Employee and deducting any payments made since that date in respect of the percentage of the Pension being commuted.

(b) Commutation multiple tables

Where a Member makes an election pursuant to the Rules or this Participation Schedule to be paid a single cash sum Benefit in lieu of a portion of a Pension, the

amount shall be the product of the Pension being commuted and the relevant multiple obtained from the table specified for the Member's age at the date the Member ceased to be an Employee, where the multiple in respect of a Member whose age is not an exact number of years shall be interpolated between the multiples shown for exact years adjacent to the Member's age allowing for each additional month in respect of the Member's age with an incomplete month being regarded as one month.

COMMUTATION MULTIPLE TABLE NO 1

Exact age on cessation of employment	Commutation Multiple for exact age shown in column (1)
(1)	(2)
55	13.0
56	12.8
57	12.6
58	12.4
59	12.2
60	12.0
61	11.8
62	11.6
63	11.4
64	11.2
65	11.0

COMMUTATION MULTIPLE TABLE NO 2

Exact age on cessation of employment	Commutation Multiple for exact age shown in column (1)
(1)	(2)
55	11.0
56	10.8
57	10.6
58	10.4
59	10.2
60	10.0
61	9.8
62	9.6
63	9.4
64	9.2
65	9.0

3.4 Disablement Benefits

(a) Determination of Disablement by Trustee

Where the employment or the Remuneration of a Member is terminated by the Employer for the reason of the Member's Disablement, the Trustee shall determine whether the Disablement is:

- (1) Temporary Total Disablement;
- (2) Permanent Total Disablement; or
- (3) Permanent Partial Disablement

and may vary any determination made.

(b) Pension on Temporary Total Disablement

The Trustee shall pay a Pension to a Member suffering Temporary Total Disablement. The Pension shall commence on the Date of Disablement and, unless otherwise terminated pursuant to the Rules or this Participation Schedule, shall continue to be paid to the Member until the Member's death. The Pension shall be the Member's Pre-1993 Prospective Retirement Pension calculated as at the Date of Disablement.

Subject to Clause 3.9 of this Part 2, the Trustee shall also pay a Child Allowance in respect of each Child of the Member.

(c) Member suffering Temporary Total Disablement attains age sixty-four (64) years

If a Member is in receipt of a Pension for Temporary Total Disablement on attaining the age of sixty-four (64) years, that Pension shall terminate and thereupon the Member shall become entitled to a Pension on Permanent Total Disablement or, at the Member's option, a Pension payable under Clause 3.1 of this Part 2.

(d) Member suffering Temporary Total Disablement – health restored and not returning to employment

A Member being in receipt of a Pension for Temporary Total Disablement whose health, in the opinion of the Trustee after obtaining the advice of a legally qualified and registered medical practitioner nominated by the Trustee, has become sufficiently restored and is in employment not with the Employer or in the Trustee's opinion the Member should be able to obtain and continue in suitable employment, the Trustee may suspend or reduce the Pension payable to or in respect of the Member for the period it determines, or permanently terminate the Member's Pension and all future Benefits in respect thereof. Upon the permanent termination of the Member's Pension, the Member shall cease to be a Member and the Trustee shall pay to the Member a Benefit being three times the Member's Accumulated Pre-1993 Contributions, plus two and seven-tenths (2.7) times the Member's Accumulated Post-1993 Contributions, less the aggregate of the Benefits (not including any Child Allowance, any Benefit paid under Clause 3.13 of this Part 2 (or Division B before the Commencement Date) or any Benefit paid under Part 1 (or Division D before the Commencement Date)) previously paid to or in respect of the Member and no further Benefit shall be paid under this Part 2 to or in respect of the Member by the Trustee.

(e) Member suffering Temporary Total Disablement – health partially restored

In the case of a Member in receipt of a Pension for Temporary Total Disablement whose health, in the opinion of the Trustee after obtaining the advice of a legally qualified and registered medical practitioner nominated by the Trustee, has since the

Date of Disablement improved but whose health has not been fully restored or in any other circumstances agreed between the Trustee and the Employer either generally or in any particular case, the Trustee may regard the Member as suffering Permanent Partial Disablement. Thereupon the Trustee may pay the Member such Benefit as it shall determine, having regard to the Member's state of health and any income the Member is earning or it considers the Member should be able to earn or compensation the Member may have received or be receiving, and the Trustee may suspend or reduce any Pension payable to or in respect of the Member for the period it determines or permanently terminate the Member's Pension. Where the Trustee permanently terminates the Member's Pension or the Member dies before the Trustee permanently terminates such Pension, the Trustee shall pay to or in respect of the Member a Benefit being three times the Member's Accumulated Pre-1993 Contributions, plus two and seven-tenths (2.7) times the Member's Accumulated Post-1993 Contributions, less the aggregate of the Benefits (not including any Child Allowance or any Benefit paid under Clause 3.13 of this Part 2 (or Division B before the Commencement Date) or any Benefit paid under Part 1 (or Division D before the Commencement Date)) previously paid to or in respect of the Member and no further Benefit shall be paid under this Part 2 to or in respect of the Member by the Trustee.

(f) Member re-employed by Employer

If a Member being in receipt of a Pension for Temporary Total Disablement returns to a position as an Employee of the Employer, the Trustee may pay the Member a cash sum Benefit or a Pension. The Trustee may reduce, suspend, terminate or adjust the Pension (if any) as the Trustee sees fit provided that unless the Trustee determines otherwise, no Pension shall be paid if in the Trustee's opinion the Member has received or is receiving any compensation in respect of the circumstances that caused the Member's Temporary Total Disablement.

For the purpose of calculating a Lump Sum Benefit, the Remuneration of a Member in the employment of an Employer receiving a Pension pursuant to this Clause 3.4(f) shall be the sum of the annual rate of the Member's Remuneration and the annual rate of the Member's Pension.

(g) Benefit on Permanent Total Disablement³

If a Member ceases to be an Employee because of Permanent Total Disablement, the Trustee shall pay to the Member a Lump Sum Benefit and a lifetime Pension. The Pension shall commence on the Date of Disablement and shall be the sum of:

- (1) in respect of the first thirty (30) years of the Member's Membership to Retirement, the sum of:
 - (A) two and two-ninths per centum (2-2/9%) of Final Average Remuneration for each complete year (and pro-rata for any fraction of an incomplete year) of the Member's Membership to Retirement prior to 1 July 1993;
 - (B) two per centum (2%) of Final Average Remuneration for each complete year (and pro-rata for any fraction of an incomplete year) of the Member's Membership to Retirement from 1 July 1993 to 31 December 2000;

³ Clause 3.4(g)(1) and (2) varied for Loy Yang members, with effect from 29 October 2001

- (C) 2.17% of Final Average Remuneration for each complete year (and pro-rata for any fraction of an incomplete year) of the Member's Membership to Retirement from 1 January 2001 to 28 October 2001;
 - (D) 2.22% of Final Average Remuneration for each complete year (and pro-rata for any fraction of an incomplete year) of the Member's Membership to Retirement from 29 October 2001 to the Date of Disablement; and
 - (E) two and two-ninths per centum (2-2/9%) of Final Average Remuneration for each complete year (and pro-rata for any fraction of an incomplete year) of the Member's Membership to Retirement after the Date of Disablement.
- and
- (2) in respect of the first five (5) complete years of the Member's Membership to Retirement in excess of thirty (30) years, the sum of:
 - (A) two-thirds per centum (2/3%) of Final Average Remuneration for each complete year of the Member's Membership to Retirement prior to 1 July 1993;
 - (B) 0.6% of Final Average Remuneration for each complete year of the Member's Membership to Retirement from 1 July 1993 to 31 December 2000;
 - (C) 0.65% of Final Average Remuneration for each complete year of the Member's Membership to Retirement from 1 January 2001 to 28 October 2001;
 - (D) two-thirds per centum (2/3%) of Final Average Remuneration for each complete year of the Member's Membership to Retirement from 29 October 2001 to the Date of Disablement; and
 - (E) two-thirds per centum (2/3%) of Final Average Remuneration for each complete year of the Member's Membership to Retirement after the Date of Disablement

Subject to Clause 3.9 of this Part 2, the Trustee shall also pay a Child Allowance in respect of each child of the Member.

(h) Member in receipt of a Pension suffering Temporary Total Disablement

A Member in receipt of a Pension whilst suffering Temporary Total Disablement shall be regarded as on Leave of Absence without pay. A Member shall not make any Contributions in relation to any period when the Member is suffering Temporary Total Disablement.

(i) Member suffering Temporary Total Disablement to have medical examination

If a Member who is suffering Temporary Total Disablement fails to submit to a medical examination directed by the Trustee, the Member's Pension shall be suspended from the date appointed for the examination and the suspension shall be effective for the period the Trustee shall determine.

3.5 Benefit on death of Member during employment or Temporary Total Disablement: Spouse or Special Dependant

- (a) Subject to the Rules and this Participation Schedule, if a Member dies while an Employee or while entitled to receive a Pension for Temporary Total Disablement or a Pension under Clause 3.4(f) of this Part 2 leaving a Spouse or a Special Dependant, the Trustee shall pay a Pension and a Lump Sum Benefit as provided in Clause 4.3 of this Part 2. Subject to the Rules and this Participation Schedule, the Pension shall be sixty-seven per centum (67%) of the Member's Pre-1993 Prospective Retirement Pension calculated as at the date of death.

Subject to Clause 3.9 of this Part 2, the Trustee shall also pay a Child Allowance in respect of each Child of the Member.

- (b) A Spouse being entitled to or in respect of a Pension pursuant to this Clause 3.5 may within six (6) months, or within such further period as may be allowed by the Trustee, after the death of the Member elect in writing to the Trustee to commute on one occasion only all or a portion less than ninety per centum (90%) of the Pension for a single cash sum Benefit. The single cash sum Benefit shall be the amount calculated by multiplying the portion of the Pension being commuted by the relevant multiple obtained from commutation multiple Table No 3 herein for the Spouse's age as at date of the death of the Member, and deducting any payments made since the Death of the Member in respect of the percentage of the Spouse's Pension being commuted, where the relevant multiple for a Spouse whose age as at the date of death of the Member was not an exact number of years shall be interpolated between the multiples shown for exact years of age adjacent to the Spouse's age allowing for each additional month in such age with an incomplete month being regarded as one month.

COMMUTATION MULTIPLE TABLE NO 3

Exact age of Pensioner as at the date of death of the Member	Commutation Multiple for exact age shown in column (1)
(1)	(2)
50 or younger	12.0
51	11.8
52	11.6
53	11.4
54	11.2
55	11.0
56	10.8
57	10.6
58	10.4
59	10.2
60	10.0
61	9.8
62	9.6

Exact age of Pensioner as at the date of death of the Member	Commutation Multiple for exact age shown in column (1)
63	9.4
64	9.2
65	9.0

Where the exact age of the Spouse as at the date of death of the Member is not shown in commutation multiple Table No 3, the relevant multiple shall be determined by the Trustee, after obtaining the advice of the Actuary.

Where a Spouse commutes a portion of the Spouse's Pension pursuant to the foregoing, no further Benefit in relation to the portion shall be payable to or in respect of the Spouse.

3.6 Death of Member during employment or Temporary Total Disablement: No Spouse or Special Dependant but other surviving Dependant

Upon the death of a Member while an Employee or while entitled to receive a Pension for Temporary Total Disablement or a Pension under Clause 3.4(f) of this Part 2 leaving no Spouse or Special Dependant but leaving another Dependant or other Dependents, the Trustee shall pay or apply a Benefit in respect of such other Dependant or Dependents in accordance with Rule A10.6. The Benefit shall be the sum of:

- (a) the Member's Lump Sum Benefit; and
- (b) an amount calculated in accordance with Clause 3.12 of this Part 2, depending on the Member's Membership Period.

Subject to Clause 3.9 of this Part 2, the Trustee shall also pay a Child Allowance in respect of each Child of the Member.

3.7 Pension on death of Member while entitled to Pension leaving Spouse or Special Dependant

- (a) Subject to the Rules and this Participation Schedule, if a Member, having ceased to be an Employee, dies while entitled to receive a Pension (other than a Pension for Temporary Total Disablement or a Pension under Clause 3.4(f) of this Part 2) leaving a Spouse or a Special Dependant, the Trustee shall pay a Pension as provided in Clause 4.3 of this Part 2.

Subject to the Rules and this Participation Schedule, the Pension shall be sixty-seven per centum (67%) of the Pension that was being paid to the Member immediately prior to the Member's death provided that, if the Member had commuted portion of the Member's Pension but had elected that the entitlement of the Member's surviving Spouse on the Member's death be unaffected and that only that portion of the Member's Pension payable to the Member personally shall be commuted to a single cash sum Benefit, then, subject to the Rules and this Participation Schedule, the Pension shall be sixty-seven per centum (67%) of the Pension the Member would have been receiving at the date of the Member's death if the Member had not commuted any portion of the Member's Pension.

Subject to Clause 3.9 of this Part 2, the Trustee shall also pay a Child Allowance in respect of each Child of the Member.

- (b) A Spouse being entitled to or in receipt of a Pension pursuant to this Clause 3.7 in respect of a Member who ceased to be an Employee in the circumstances described in Clause 3.4(g) of this Part 2 may within six (6) months, or such further period as may be allowed by the Trustee, after the death of the Member elect in writing to the Trustee to commute on one occasion only all or a portion less than ninety per centum (90%) of the Pension for a single cash sum Benefit.

The single cash sum Benefit shall be calculated by multiplying the portion of the annual rate being the percentage of the Pension being commuted applied to sixty-seven per centum (67%) of the rate of Pension payable to the Member on the day the Member first became entitled to a Pension by the relevant multiple obtained from commutation multiple Table No 3 pursuant to Clause 3.5(b) of this Part 2 for the age of the Spouse as at the date of the death of the Member and deducting any payment made since the death of the Member in respect of the percentage of the Spouse's Pension being commuted. Where the exact age of the Spouse as at the date of death of the Member is not shown in commutation multiple Table No 3, the relevant multiple shall be determined by the Trustee, after obtaining the advice of the Actuary.

The multiple for a Spouse whose age as at the date of the Member's death was not an exact number of years shall be interpolated between the multiples shown for exact years of age adjacent to the Spouse's age allowing for each additional month in the Spouse's age with an incomplete month being regarded as one month.

3.8 Death of Member leaving no Spouse, Special Dependant or other Dependant

Upon the death of a Member (whether before or after ceasing to be an Employee) leaving no Spouse, Special Dependant or other Dependant, the Trustee shall pay a Benefit to the Member's estate. The amount of the Benefit shall be an amount calculated in accordance with Clause 3.12 of this Part 2, depending on the Member's Membership Period, less the sum of any Benefits paid to or in respect of the Member (other than any Benefit paid under Clause 3.13 of this Part 2 or any Benefit paid under Division D before the Commencement Date or Part 1).

3.9 Child's Allowance

- (a) Subject to Clause 3.9(c), the Trustee shall pay a Child's Allowance to or in respect of each Child whilst under the age of sixteen (16) years where provided for in the Rules or this Participation Schedule provided that the Trustee may pay the Child's Allowance or a reduced rate to an unmarried student Child older than sixteen (16) years whilst continuing Full-time Education.
- (b) The amount of a Child's Allowance as at 1 September 1987 is \$28.70 per week or, if both the Child's parents are dead, the Trustee may increase the Child's Allowance to \$57.40 per week.
- (c) The Trustee:
- (1) must, in respect of a Pension that commences payment on or after 20 September 2007, limit the total amount to be paid as Child's Allowances in respect of each Member so that the sum of:
 - (A) the Child's Allowance or Child Allowances (as the case may be); and
 - (B) the Pension payable to the Spouse, Special Dependant or other Dependant (as the case may be),

does not exceed 100% of the Pension that was payable to the Member prior to his or her death; and

- (2) may otherwise limit the total amount that shall be paid in respect of Child's Allowance in respect of each Member.

3.10 Terminal Illness Benefit

- (a) In the event of a Member's Terminal Illness, the Trustee may at the request of the Member pay an amount not exceeding the lesser of:
 - (1) the amount that may be released under the Relevant Law; and
 - (2) the amount that the Member would have been entitled to receive under these Rules if the Member died on the date on which he or she was certified as having a Terminal Illness (provided that, if the Terminal Illness Benefit, or any component of it, is insured by the Trustee under a policy of insurance, the Trustee must reduce the amount payable to the Member in respect of that Benefit to the extent the insurer does not admit or pay all or part of the insured amount).
- (b) The Member must provide such evidence as the Trustee reasonably requires that proves that all of the conditions that must be satisfied under the Relevant Law for a Terminal Medical Condition to exist, have been satisfied.
- (c) Notwithstanding any other provision of these Rules, the Trustee must adjust any Benefit payable from the Fund to take account of any payment made under this Clause 3.10.

3.11 Benefit on retrenchment

The Trustee shall pay a Benefit to a Member on ceasing to be an Employee on the grounds of retrenchment.

The Benefit shall be a single cash sum equal to three times the Member's Accumulated Pre-1993 Contributions, plus two and seven-tenths (2.7) times the Member's Accumulated Post-1993 Contributions provided that on the retrenchment of a Member at or after attaining the age of fifty-five (55) years, the Trustee shall pay the Member at the Member's option:

- (a) the said single cash sum Benefit; or
- (b) a Pension determined by the Trustee, after obtaining the advice of the Actuary, being the greater of:
 - (1) (A) if the Member ceased to be an Employee on or after attaining the age of sixty (60) years, a Pension determined in accordance with Clause 3.1 of this Part 2; or
 - (B) if the Member ceased to be an Employee on or after attaining the age of fifty-five (55) years but before attaining the age of sixty (60) years, a Pension determined in accordance with Clause 3.2 of this Part 2; or
 - (2) a Pension as determined by the Trustee after obtaining the advice of the Actuary as having the same present value as the said single cash sum Benefit,

and the Member shall have the option pursuant to Clause 3.3 of this Part 2 to commute all or a portion thereof.

3.12 Other Benefits on ceasing to be an Employee

If a member ceases to be an Employee in circumstances not giving rise to a Benefit in respect of the Member under any preceding Clause in this Part 2, a cash sum Benefit shall be payable to the Member of an amount equal to:

- (a) if the Member's Membership Period is less than ten (10) years, the Member's Accumulated Contributions; or
- (b) if the Member's Membership Period is at least ten (10) years, the sum of (i) and (ii), where:

"(i)" is the amount determined according to the following formula:

$$\text{Member's Accumulated Pre-1993 Contributions} \times \left[1 + \frac{m}{240} \right]$$

"(ii)" is the amount determined according to the following formula:

$$\text{Member's Accumulated Post-1993 Contributions} \times \left[1 + \frac{0.85 \times m}{240} \right]$$

and where "m" is the number of complete months in the Member's Membership Period, subject to a maximum of 240 months.

3.13 Additional Gratuity Benefits

If a Relevant Pre-1994 Member ceases to be an Employee, other than in the circumstances provide for in Clause 3.12 of this Part 2, the Member's Gratuity Benefit, if any, shall be paid to or in respect of the Member in addition to any other Benefit provided for under the Rules or this Participation Schedule. In the case of death, such Benefit shall be applied in accordance with Rule A10.7(c).

3.14 Residual Benefits

- (a) When:
 - (1) a Member ceases to be an Employee and becomes entitled to a Pension under Clause 3.1, 3.2 or 3.10 of this Part 2; or
 - (2) a Member dies whilst an Employee (but not while entitled to receive a Pension on Temporary Total Disablement or under Clause 3.4(f) of this Part 2) and a Pension becomes payable to the Member's Spouse,

the cash sum amount (in this Clause 3.14 called the "Minimum Amount") which would have been payable if the Member or the surviving Spouse, as the case may be, had immediately commuted exactly fifty per centum (50%) of the Member's or Spouse's Pension (including in the case of a Member's Pension, an equivalent portion of the entitlement of a surviving Spouse on the death of the Member) shall be determined.
- (b) When a Member dies whilst entitled to receive a Pension for Disablement or a Pension under Clause 3.4(f) of this Part 2, an amount (in this Clause 3.14 called the "Minimum Amount") shall be calculated in accordance with Clause 3.6 of this Part 2 as though the Member had died on the date of commencement of such Pension.
- (c) Where all Benefits due and payable to or in respect of the Member but for this Clause 3.14 (not including any Benefit payable under Clause 3.13 of this Part 2 or any Benefit paid under Division D or Part 1) have been paid and the aggregate amount thereof is less than the applicable Minimum Amount, the amount of the difference shall be paid or applied by the Trustee in respect of the Member's surviving Dependant or Dependents in accordance with Rule A10.6.

4 General Provisions relating to benefits

4.1 Member suffering Temporary Total Disablement dies or condition becomes Permanent Total Disablement

Where a Member suffering Temporary Total Disablement dies or where the Member's employment is terminated for the reason of Permanent Total Disablement, the Benefits payable to or in respect of the Member, as the case requires, shall be calculated in relation to the Member's Final Average Remuneration calculated as at the day immediately prior to the commencement of the Temporary Total Disablement Pension, adjusted by the Trustee for Cost of Living Variations made during the course of the payment of such Pension.

4.2 Employment after Retirement Age

Subject to Rule AA11 and unless otherwise agreed between the Employer and the Trustee in any particular case, for the purposes of determining and paying Benefits from the Fund under the Rules and this Participation Schedule each Member who is actually an Employee on attaining the Retirement Age shall be deemed to have ceased to be an Employee on attaining that age provided that nothing in this Clause 4.2 shall limit the application of Rule A10.7.

4.3 Spouses and Special Dependants

(a) Benefit where Spouse only

If a Member dies (whether before or after ceasing to be an Employee) leaving a Spouse but without leaving a Special Dependand, the Benefit arising on the death of the Member shall, subject to the Rules and this Participation Schedule, be paid to the Spouse.

(b) Benefit where Spouse and Special Dependand

If a Member dies (whether before or after ceasing to be an Employee) leaving a Spouse and one or more Special Dependants, the Benefit which but for this Clause 4.3 would have been payable to the Spouse shall, subject to the Rules and this Participation Schedule, be paid by the Trustee to such one or more of the Spouse and the Special Dependants to the exclusion of the other or others and in such proportions as the Trustee shall determine, with power to vary such a determination as the Trustee sees fit.

(c) No Spouse but Special Dependants

If a Member dies (whether before or after ceasing to be an Employee) without leaving a Spouse but leaving one or more Special Dependants, the Benefit which would have been payable if the Member had left a Spouse shall, subject to the Rules and this Participation Schedule, be paid to the Member's Special Dependand or, if more than one, to such one or more of them to the exclusion of the other or others and in such proportions as the Trustee shall determine, with power to vary such a determination as the Trustee sees fit.

(d) Special Dependand aged less than Member

Where a Member dies after ceasing to be an Employee and the Trustee determines under Clause 4.3(b) or 4.3(c) of this Part 2 to pay a proportion of a Benefit to a Post-Retirement Special Dependand (as herein after defined), the rate of Pension payable to that Post-Retirement Special Dependand under Clause 4.3(b) or 4.3(c) of this Part 2, as the case may be, shall be such that the present value of that Pension as at the date of the Member's death (as determined by the Trustee after obtaining the

advice of the Actuary) does not exceed what, in the opinion of the Trustee after obtaining the advice of the Actuary, would have been the present value as at that date of the Pension which would have been payable to the Member's Spouse, calculated as if:

- (1) the Member had been survived by a Spouse who was the same age as the Member; and
- (2) the Trustee under Clause 4.3(b) of this Part 2 had determined to pay that Spouse the same proportion of the applicable Benefit as the Trustee has determined to pay to the applicable Post-Retirement Special Dependant.

For the purposes of this Clause 4.3(d), "Post-Retirement Special Dependant" means in relation to a Member who dies after ceasing to be an Employee a Special Dependant who, in the opinion of the Trustee, would not have been accepted as a Special Dependant if the Member had died on the date on which the Member ceased to be an Employee.

(e) Adjustment or termination of Pension to Spouse or Special Dependant

Without limiting the power of the Trustee under any other provision of the Rules or this Participation Schedule:

- (1) a Pension payable to a Spouse or a Special Dependant shall cease to be payable on the death of that Spouse or Special Dependant.
- (2) the Trustee may reduce, terminate or reinstate all or part of a Pension payable to a Special Dependant if the Special Dependant receives or becomes entitled to receive financial support or income from any other source other than the Fund;
- (3) if:
 - (A) a Member's Spouse or a Member's Special Dependant, marries while entitled to receive a Pension; and
 - (B) the Member's Membership Period was less than the Member's Membership to Retirement,
 as from the date of such marriage the Pension payable to that Spouse or Special Dependant, as the case may be, shall not exceed the Pension which would have been paid to that person had the Pension been calculated by reference to the Member's Membership Period and not to the Member's Membership to Retirement; and
- (4) a Pension is not payable to a Special Dependant who is a child of the Member to whom a pension cannot be paid under the Relevant Law.

4.4 Cost of Living Variations

As at 1 January each year, the Trustee shall add or deduct, as the case requires, to or from each Pension then payable the amount of the Cost of Living Variation provided that:

- (a) any deduction shall be reduced, as necessary, so that the Pension payable to or in respect of a Member shall not be less than that portion of the Pension payable to or in respect of the Member which had not been commuted for a single cash sum Benefit would have been had it commenced to be paid to the Pensioner on the day following the day on which the Member ceased to be an Employee; or

- (b) where the Member ceased to be an Employee after the 1 January of the immediately preceding year the Trustee shall make a pro-rata addition to the Pension of one twelfth of the Cost of Living Variation for each complete month between the date upon which the Member ceased to be an Employee and the 1 January as at which the addition is made, in respect of any Cost of Living Variation made as at that date.

4.5 Commutation of Pensions

(a) Right to commute with consent of the Trustee

Without prejudice to the rights of Members under Clause 3.3 of this Part 2 and Spouses under Clauses 3.5 and 3.7 of this Part 2, any Member, Spouse or Beneficiary who is receiving or is entitled to receive a Pension under the Rules or this Participation Schedule may with the consent of the Trustee and subject to such conditions as the Trustee may determine commute all or part of such Pension to a single cash sum Benefit calculated on such basis as the Trustee may determine, after obtaining the advice of the Actuary.

(b) Waiver of right to commute

If a Member, Spouse or Beneficiary is entitled to receive a pension under the Rules or this Participation Schedule, that Member, Spouse or Beneficiary may irrevocably waive (in a form provided by the Trustee) before the commencement of that pension –

- (1) any right of commutation that that Member might have under Clause 3.3 of this Part 2 of that Spouse might have under Clauses 3.5 and 3.7 of this Part 2; and
- (2) any other right of commutation that the Member, Spouse or Beneficiary might have under the Rules or this Participation Schedule in order to ensure that the pension will meet the standards for a complying pension under the Relevant Law.

(c) Minimum payment before commutation

Despite any other provision of this Participation Schedule, no Pension that commences payment on or after 20 September 2007 under this Division B shall be commuted in respect of any Member, Spouse or Beneficiary without payment first being made to the Member, Spouse or Beneficiary of the minimum amount required to be paid to ensure that the Pension meets the standards of the Relevant Law.

Part 3

1 Preliminary

1.1 Application of this Part 3

The provisions of this Part 3 apply to:

- (1) Category CLY Members; and
- (2) subject to the approval of the Trustee, an Employee who was formerly a Member under Part 2 or Division B of the Rules but who, either on 1 April or 1 October of any year or otherwise at the discretion of the Trustee, has elected to become a Member under this Part 3 in lieu of Part 2 (hereinafter called a "Former Division B Member").

1.2 Persons eligible to become Category CLY Members

For the purposes of this Clause 1, only Eligible Employees are eligible to become Category CLY Members and, for this purposes, "Eligible Employee" means an Employee who the Employer and the Trustee approve for the time being for membership of this Category or who falls within a class of Employee so approved.

1.3 Application to join this Part 3

Every person on becoming an Eligible Employee shall:

- (a) make written application to join this Part in the form required by the Trustee;
- (b) submit evidence of age and any evidence of health required by the Trustee;
- (c) provide any other information reasonably required by the Trustee; and
- (d) declare in writing that, on acceptance of such application, that person shall be bound by the terms and conditions of the Rules.

On acceptance of an applicant's application by the Trustee, the applicant shall become a Category CLY Member on a date determined by the Trustee, not being earlier than the date the applicant became an Eligible Employee (as determined by the applicant's Employer) unless an earlier date is approved by the applicant's Employer.

1.4 Deemed non-contributory membership

Notwithstanding the foregoing provisions of this Clause 1, with the approval of the Employer of the Employee (given either generally or specifically) and subject to such conditions as that Employer may impose, the Trustee may deem an Eligible Employee who has not applied or properly applied for membership to have been admitted as a non-contributory Member to whom this Part 3 applies with effect on a date determined by the Trustee, not being earlier than the date on which that person first became eligible to apply for membership of the Fund. Without limiting the generality of the foregoing, where an Eligible Employee dies after first becoming eligible to apply for membership under this Part 3 without having applied for membership, the Trustee may with the approval of the Employer concerned retrospectively deem that Eligible Employee to have become such a Member notwithstanding that such decision is taken after the date of death.

1.5 Definitions

In this Part 3, unless the contrary intention appears or the context requires otherwise:

"Accrued Benefit Multiple"⁴ means in relation to a Member at any particular date the multiple which is the sum of:

- (a) the multiple determined according to the following formula -

$$\frac{1}{100} [\text{MP}_{01} \times 9 + \text{MP}_{31} \times 15 + \text{MP}_{61} \times 21]$$

PLUS

$$\frac{1}{100} [\text{MP}_{02} \times 7.75 + \text{MP}_{32} \times 13 + \text{MP}_{62} \times 18.5]$$

PLUS

$$\frac{1}{100} [\text{MP}_{03} \times 9 + \text{MP}_{33} \times 15 + \text{MP}_{63} \times 20.5]$$

PLUS

$$\frac{1}{100} [\text{MP}_{04} \times 9 + \text{MP}_{34} \times 15 + \text{MP}_{64} \times 21]$$

Where:

"MP₀₁", "MP₃₁" and "MP₆₁" mean the number of years (and any fraction of an incomplete year) of the Member's Membership Period after 1 September 1987 and prior to 1 July 1993 during which the Member's rate of Contributions to the Fund was or was deemed to be respectively 0%, 3% or 6% of Remuneration;

"MP₀₂", "MP₃₂" and "MP₆₂" mean the number of years (and any fraction of an incomplete year) of the Member's Membership Period from 1 July 1993 and prior to 1 January 2001 during which the Member's rate of Contributions to the Fund was or was deemed to be respectively 0%, 3% or 6% of Remuneration;

"MP₀₃", "MP₃₃" and "MP₆₃" mean the number of years (and any fraction of an incomplete year) of the Member's Membership Period from 1 January 2001 and prior to 29 October 2001 during which the Member's rate of Contributions to the Fund was or was deemed to be respectively 0%, 3% or 6% of Remuneration; and

"MP₀₄", "MP₃₄" and "MP₆₄" mean the number of years (and any fraction of an incomplete year) of the Member's Membership Period from 29 October 2001 during which the Member's rate of Contributions to the Fund was or was deemed to be respectively 0%, 3% or 6% of Remuneration, and

- (b) in the case of a Former Division B Member or a Previous Fund Member, such multiple as may be determined by the Trustee, after obtaining the advice of the Actuary, having regard to such matters that the Trustee considers relevant.

"Accrued Death Multiple" means in relation to a Member at any particular date the multiple which is the sum of:

- (a) the multiple determined according to the following formula:

⁴ Paragraph (a) of the definition of "Accrued Benefit Multiple" varied for Loy Yang members, with effect from 29 October 2001

$$\frac{1}{100}[\text{MP}_0 \times 9 + \text{MP}_3 \times 15 + \text{MP}_6 \times 21]$$

Where “MP₀”, “MP₃” and “MP₆” mean the number of years (and any fraction of an incomplete year) of the Member’s Membership Period after 1 September 1987 during which the Member’s rate of Contributions to the Fund was or was deemed to be respectively 0%, 3% or 6% of Remuneration; and

- (b) in the case of a Former Division B Member or a Previous Fund Member, such multiple as may be determined by the Trustee, after obtaining the advice of the Actuary, having regard to such matters as the Trustee considers relevant.

“Accrued Retirement Benefit” means in relation to a Member at any particular date the product of the Member’s Accrued Benefit Multiple and the Member’s Final Average Remuneration.

“Adjusted Total Contributions” means in relation to a Member the sum of:

- (a) the total Contributions (not including any Contributions by the Member under Division D or Part 1) which would have been made by the Member to the Fund if the Member’s Remuneration had always been equal to the Member’s Final Average Remuneration as at the date he or she ceases to be an Employee; and
- (b) in the case of a Previous Fund Member, such amount as may be determined by the Trustee, after obtaining the advice of the Actuary, having regard to the period of membership of and contributions to the applicable Previous Fund and such other matters as the Trustee considers appropriate.

“Compensation and Rehabilitation Act” means an act or regulation of Australia, any State or Territory thereof or of any country, as the case requires, under which a claim can be made by or in respect of an Employee for compensation for the Employee’s illness, injury or death and includes any payment made in respect thereof under any enactment of a national compensation, rehabilitation or like arrangement in respect thereof having government support or recognition.

“Contribution Review Date” means such date or dates in any year as the Trustee, after consulting the Employer of a group or class of Member, may determine either generally or in respect of that group or class of Members, being the date as at which a Member’s rate of Contributions may be varied as provided in Clause 2 of this Part 3.

“Disablement” means in relation to a Member a state of physical or mental health cause through bodily injury, illness, disease or infirmity (none of which had been incurred or inflicted for the purpose of obtaining a Benefit) which the Trustee, after obtaining the advice of a legally qualified and registered medical practitioner, determines has rendered the Member temporarily or permanently incapable of performing the Member’s duties to the Employer and requires the termination of the Member’s employment with the Employer or the cessation of or reduction in the Member’s Remuneration for the time being.

“ERBF” means the SEC Employees’ Retirement Benefit Fund.

“Final Average Remuneration”⁵ means in relation to a Member the average of the Member’s annual rate of Remuneration during the one year of the Member’s Membership Period (or the actual Membership Period, if less) immediately preceding –

⁵ Definition of Final Average Remuneration varied for Loy Yang members, with effect from 1 January 2010

- (a) in the case of a Member suffering Temporary Total Disablement, the Date of Disablement; or
- (b) in any other case, the date the Member ceased to be an Employee,

PROVIDED THAT, in the case of a Member who immediately before last becoming a Member of the Fund was a member of the ERBF, for the purposes of this definition the Member's Membership Period shall include the most recent uninterrupted period during which the Member was or was deemed to be a member of the ERBF under the provisions governing that fund.

"Former Division B Member" means a Member described in Clause 1.1(b) of this Part 3.

"Gratuity Benefit" means in relation to a Relevant Pre-1974 Member a lump sum equal to two per centum (2%) of the Member's Final Average Remuneration for each complete year (and pro rata for each additional complete month), if any, during the most recent uninterrupted period of the Member's employment as a wages Employee between:

- (a) the later of the date the Member last become a wages Employee and the date the Member attained age 21; and
- (b) the earlier of the date the Member first became a member of the ERBF and the date the Member first become a Member of the Fund.

"Ill Health" means in relation to a Member a physical or mental state of health (not amounting to Permanent Total Disablement) caused through bodily injury, illness, disease or infirmity (none of which has been incurred or inflicted for the purpose of obtaining a Benefit) which the Member's Employer, after obtaining the advice of a legally qualified and registered medical practitioner, determines to have rendered the Member unable to continue as an Employee of that Employer.

"Maximum Benefit"⁶

"Member" means a Member to whom this Part 3 applies.

"Membership Period" means in relation to a Member the most recent continuous period expressed in years (including any fraction of a year calculated in complete months) during which the Member was both a Member and an Employee provided that a Member's Membership Period shall include:

- (a) any additional Membership Period granted pursuant to the Rules or this Participation Schedule;
- (b) any period during which the Member's Contributions are suspended or deferred but in respect of which such Contributions are subsequently paid by or in respect of the Member; and
- (c) in relation to a Member who is re-admitted as a Member having been in receipt of a Pension under Part 2 or Division B on Permanent Total Disablement or Permanent Partial Disablement (as defined in Clause 1.2 of Part 2) immediately prior to re-admission but not having commuted any part of such Pension:
 - (1) in the case of a Pension payable on Permanent Total Disablement, any period prior to re-admission during which the Member was a Pensioner suffering such Disablement; or

⁶ Definition of Maximum Benefit omitted for Loy Yang members, with effect from 1 Marh 2008

- (2) in the case of a Pension payable on Permanent Partial Disablement, a period of not more than but which may be less than the period of such Disablement, as determined by the Trustee after obtaining the advice of the Actuary,

provided further that a Member's Membership Period shall not include:

- (d) any period during which the Member's Contributions are suspended or deferred but are not subsequently paid by or on behalf of the Member;
- (e) except where the Rules or this Participation Schedule expressly provide otherwise or the Member's Employer and the Trustee otherwise agree, any period during which a Member is not receiving or deemed to be receiving Remuneration; and
- (f) any other period excluded pursuant to the Rules or this Participation Schedule.

"Permanent Total Disablement" means Disablement of a degree that, in the opinion of the Trustee after obtaining the advice of a legally qualified and registered medical practitioner, the Member is unlikely ever again to be able to undertake any form of remunerative work.

"Previous Fund" means in relation to a Member:

- (a) the ERBF; and
- (b) any other superannuation fund or like arrangement which the Trustee deems to be a Previous Fund.

"Previous Fund Member" means a Member who before becoming a Member under this Part 3 or Division C was a member of a Previous Fund.

"Relevant Pre-1974 Member" means a Member who became a wages employee of the State Electricity Commission of Victoria before 12 August 1974 and who did not immediately join the ERBF.

"Remuneration" means in relation to a Member at any particular date the amount derived by the Member from services rendered to the Employer as an Employee, provided that:

- (a) a Member's Remuneration includes whichever of the following apply in respect of the Member, namely award salary or wage, permanent shift premium, experience payment, State incremental payment, State over award payment, permanent leading hand allowance and (not before 1 September 1987) 50% of permanent weekend penalty;
- (b) except where the Member's Employer expressly determines otherwise and notifies the Trustee, a Member's Remuneration does not include any allowance, penalty, loading, bonus or special payment or increment which is not expressly included under paragraph (a) hereof;
- (c) in the case of a Member who is on Leave of Absence without Remuneration or at a reduced rate of Remuneration, the Member's Remuneration during that Leave of Absence shall be an amount equal to the rate of the Member's Remuneration immediately prior to the commencement of that Leave of Absence; and
- (d) if a Member's Remuneration is reduced and the Employer agrees that the reduction shall not be taken into account for the purposes of the Rules and this Participation Schedule, the Member's Remuneration from time to time shall be the greater of:
 - (1) the Member's rate of Remuneration immediately before that reduction; and
 - (2) the actual rate of the Member's Remuneration,

provided always that the Remuneration of a particular Member or class of Member for the purposes of the Rules and this Participation Schedule shall be such other amount

or rate as the Employer notifies to the Trustee either in special circumstances determined by the Member's Employer or in circumstances where the Member and the Member's Employer agree to the Member being placed in a category of Members for whom Remuneration shall be such other amount or rate.

"Retirement Age"⁷ means the age of seventy (70) years.

"Superannuation or Pension Act" means an act or regulation of Australia, any State or Territory thereof or of any country, as the case requires, under which persons are entitled to receive payments whether by lump sum or periodical payments or both.

"Temporary Total Disablement" means Disablement (not being Permanent Total Disablement) of a degree that, in the opinion of the Trustee, the Member is unable for the time being to undertake any form of remunerative work and during which time the Member is not receiving any Remuneration and is regarded as being on Leave of Absence.

"Terminal Illness" means that:

- (a) a Terminal Medical Condition exists or has previously existed in relation to a Member; or
- (b) such other medical condition, as specified in a policy of insurance effected by the Trustee for the purposes of a terminal illness benefit, exists or has previously existed in relation to a Member.

"Terminal Medical Condition" has the same meaning as ascribed to that term in the Relevant Law.

1.6 Special Conditions

(a) Medical classification of Former Division B Members

Any Former Division B Member whose membership under Division B or Part 2 was subject to special terms and conditions shall become a Member under this Part 3 subject to like terms and conditions as applied in respect of the Member prior to becoming a Member under this Part 3, unless the Trustee and the Member's Employer otherwise agree after obtaining the advice of the Actuary.

(b) Other special conditions on transfer from Division B or Part 2

If the Employer and the Trustee agree to the exercise by the Trustee of its discretion under this Clause 1 in respect of that Member, and if the Trustee, having regard to that Member's previous rights and interests under Division B or Part 2 (as applicable), considers it appropriate and equitable in the interests of the Member, the Trustee after obtaining the advice of the Actuary, may with effect from the date the Member becomes a Member under this Part 3 determine special terms and conditions governing the Member's membership under this Part 3 and the Benefits to be provided hereunder for and in respect of the Member.

(c) Benefit limitations

- (1) Subject to this Clause 1, the Trustee, after obtaining the advice of the Actuary, may admit a person as a Member subject to special conditions as to Contributions and/or Benefits as it may determine, and may remove or amend any such special condition.

⁷ Definition of Retirement Age varied for Loy Yang members, with effect from 29 November 2005

- (2) The Trustee shall advise every Member of any special conditions it has imposed on the Member's Contributions and/or Benefits.
- (3) Where a Member becomes a Member on or after 11 July 1975 and ceases to be an Employee by reason of death or Disablement before the Trustee has advised whether any special conditions are imposed as to Benefits to be provided for and in respect of the Member, the Trustee may reduce the Benefit payable to or in respect of the Member but not below the Benefit which would have been payable to the Member if the Member had voluntarily ceased to be an Employee in good health.
- (4) Where the Trustee, after obtaining the advice of a legally qualified and registered medical practitioner, determines that the death or Disablement of a Member resulted from a cause not associated with the reason for the imposition on the Member of special conditions as aforesaid and was caused neither directly nor indirectly by the Member nor by a person with the intent of becoming entitled to receive a Benefit as a result thereof, the Benefits payable to or in respect of that Member shall be such as would have been payable had no such special condition been imposed.

(d) Adjustments for Governmental Entitlements

Notwithstanding anything expressed or implied to the contrary in any other provision of this Part 3, where a person is receiving, entitled to receive or, in the opinion of the Employer, could reasonably become entitled to receive any benefit under a Compensation and Rehabilitation Act or a Superannuation or Pension Act (in this Clause 1.6(d) called a "Governmental Entitlement"), then unless the Employer and the Trustee otherwise agree, the Trustee must adjust the amount, form and conditions of payment of any Benefit otherwise payable to or in respect of that person in such manner and to such extent as the Trustee considers appropriate, having regard to the applicable Governmental Entitlement.

(e) Offsets for direct payments by Employers

If the Employer shall make any payment to or in respect of a Member, not from the Fund, and which it shall have declared to have been made in whole or in part in substitution for a payment of the same amount from the Fund, and such payment results in the Trustee being relieved of liability thereof under the Rules or this Participation Schedule, the Trustee shall reduce the Benefit payable to or in respect of the Member by the amount of the said payment and the Employer's Contributions shall also be reduced by the amount of the said payment in the Fund Year which it was made (or during any later period the Employer determines).

(f) Death, Disablement and Terminal Illness Benefit limitations

The Trustee may determine that the Benefit payable in the event of Terminal Illness or on the death or Disablement of a Member shall be insured in whole or in part with an insurance company. If the Trustee is unable to effect the insurance at premium rates that the insurance company charges for lives with no health impairment whatsoever, not exposed to any special risks, and of the same age and sex as the Member, the Trustee, after obtaining the advice of the Actuary, may impose such limitations or conditions on the Benefits as it determines.

(g) Benefit to Dependant may be reduced where prior payment made by Employer

Where an Employer makes an ex-gratia payment to any of the Dependents of a Member, not from the Fund, within six (6) months after the Member's death, the

Benefit payable in respect of the Member shall be reduced by an amount not exceeding the amount of such payment unless the Employer and the Trustee otherwise agree, and moneys which would have been payable but for the reduction of a Benefit under this Clause 1.6(g) shall be retained in the Fund for the general purposes thereof.

2 Member contributions

2.1 Contribution options

Subject to the provisions of this Clause 2, and any special membership conditions imposed under Division A or the General Part, a Member shall contribute to the Fund whichever permitted percentage of Remuneration, being 0%, 3% or 6% is selected by the Member. Unless the Trustee determines otherwise, a Member who does not make such a selection as and when required by the Trustee shall be deemed to have selected a 0% rate of Contributions.

2.2 Variation of Contribution rate

Subject to any conditions imposed by the Trustee, a Member may elect to change the Member's rate of Contributions by nominating another of the permitted Contribution options which the Member wishes to apply from the next following Contribution Review Date but, unless the Trustee determines otherwise, such a notice shall not be valid unless received by the Trustee at least one month prior to the Contribution Review Date from which it is intended to take effect.

2.3 Period during which Member shall make Contributions⁸

Unless otherwise provided by the Rules or this Participation Schedule, a Member shall continue to pay Contributions until the earliest of the date that:

- (a) the Member ceases to be an Employee; or
- (b) subject to Rule AA11, the Member attains the Retirement Age.

2.4 Contributions during Leave of Absence

(a) Member's options

Without limiting Clauses 2.2 and 2.3 of this Part 3, a Member on Leave of Absence may elect to contribute to the Fund during such Leave on either of the bases provided for in Clause 2.4(b) or 2.4(c) of this Part 3 with the consequences provided for therein. Such an election shall be made at the time and in the manner determined by the Trustee but, unless and until a Member makes an effective election to contribute as provided in Clause 2.4(b) of this Part 3, the Member shall be deemed to have elected the basis provided for in Clause 2.4(c) of this Part 3. Any amounts payable to the Fund by a Member pursuant to this Clause 2.4(a) shall be paid to the Fund at the times and in the manner determined by the Trustee.

(b) Full Contribution basis

- (1) If a Member on Leave of Absence elects to pay Contributions on the basis provided for in this Clause 2.4(b), the Member shall pay to the Fund during such Leave:

⁸ Clause 2.3 varied for Loy Yang members, with effect from 1 March 2008

- (A) Contributions determined in accordance with Clauses 2.1, 2.2 and 2.3 of this Part 3; and
 - (B) where the Leave of Absence is not due to Disablement, sickness, injury or the complete or partial – but in either case temporary – closing down of the business of the Employer and such additional Contributions are required by the Employer, additional Contributions at a rate agreed between the Trustee and the Employer, after obtaining the advice of the Actuary.
- (2) Any period of Leave of Absence during which Contributions are so paid by the Member shall be included in the Member's Membership Period for the purpose of determining any Benefit and, in determining any Benefit which becomes payable on the death or Disablement of the Member during such Leave, the prospective period between the date of death or the applicable Date of Disablement, as the case may be, and the date upon which the Member would attain age sixty (60) shall be taken into account on the same basis as would have applied if the Member had not been on such Leave.
 - (3) Any of the additional Contributions made by a Member pursuant to Clause 2.4(b)(1)(B) of this Part 3 or under Rule C2.4(b)(i)(2) shall not be taken into account in determining the Member's Adjusted Total Contributions or, except as hereinafter provided, otherwise taken into account in determining the Contributions paid by the Member or the Member's rate of Contributions provided that, where a Benefit becomes payable to the Member pursuant to Clause 3.8 of this Part 3, and if the Employer and the Trustee agree, the Trustee may increase that Benefit by an amount not exceeding the sum of any such additional Contributions made by the Member, with interest calculated thereon at the Agreed Rate.

(c) Limited premium basis

- (1) If a Member on Leave of Absence elects or is deemed to have elected to contribute on the basis provided for in this Clause 2.4(c), the Member shall make payments to the Fund at such rate at the Trustee may determine, after obtaining the advice of the Actuary.
- (2) If such payments are made to the Fund, the period of such Leave shall not be included in the Member's Membership Period for the purpose of determining any Benefit but, in determining any Benefit which becomes payable on the death or Disablement of the Member during such Leave, the prospective period between the date of death or the applicable Date of Disablement, as the case may be, and the date upon which the Member would attain age sixty (60) shall be taken into account on the same basis as would have been applied if the Member had not been on such Leave.
- (3) Any such payments made by a Member shall not be taken into account in determining the Member's Adjusted Total Contributions or otherwise taken into account in determining the Contributions paid by the Member or the Member's rate of Contributions.

2.5 Adjustment for non-payment

If the Contributions or other amounts payable by a Member to the Fund are not paid into the Fund as and when required under the Rules or this Participation Schedule, the Trustee, after

obtaining the advice of the Actuary, may adjust the Benefits for and in respect of that Member in such manner and to such extent as the Trustee considers appropriate.

2.6 Member to pay any charges on Contributions

Any charges or expenses in respect of a Member's Contributions shall be payable by the Member, so that all the Member's Contributions shall be received by the Trustee free of all deductions.

2.7 Payment by Employer of Member's Contributions

Without limiting Rule AA3.2 of AA3.3, if an Employer pays the whole or any part of the Contributions or other payments which under the Rules or this Participation Schedule are payable by a Member, the moneys so paid, where not reimbursed to the Employer by the Member, shall not be considered to be Contributions paid to the Fund by the Member for the purposes of the Rules or this Participation Schedule.

2.8 Deduction of unpaid amounts and interest

Unless the Trustee and the Employer consider in any particular case that it is inappropriate to make such a deduction or that the Benefits to be provided in respect of the Member shall be adjusted in some other manner, on any Benefit becoming payable to or in respect of a Member the Trustee shall deduct therefrom by instalments or as a single amount (as determined by the Trustee) any unpaid Contributions or other amounts which were payable by the Member together with interest thereon at the Agreed Rate.

3 Benefits

3.1 Retirement and Ill Health Benefits⁹

If a Member ceases to be an Employee, other than in the circumstances provided for in Clause 3.3 or 3.5 of this Part 3 –

- (a) on attaining the Retirement Age;
- (b) on or after attaining the age of fifty-five (55) years but before the Retirement Age; or
- (c) at any time before attaining the age of fifty-five (55) years because of Ill Health,

a lump sum Benefit shall be payable to the Member equal to the Member's Accrued Retirement Benefit as at the date of cessation of employment.

3.2 Employment after Retirement Age

Subject to Rule AA11 and unless otherwise agreed between the Employer and the Trustee in any particular case, for the purposes of determining and paying Benefits from the Fund under the Rules and this Participation Schedule each Member who is actually an Employee on attaining the Retirement Age shall be deemed to have ceased to be an Employee on attaining that age provided that nothing in this Clause 3.2 shall limit the application of Rule A10.7.

⁹ Clause 3.1 varied for Loy Yang members, with effect from 1 March 2008

3.3 Death Benefits¹⁰

If a Member dies while an Employee before the Retirement Age, a lump sum Benefit shall be payable in respect of the Member in accordance with Clause 3.4 of Part 3 of an amount equal to the sum of –

- (a) the product of the Member's Accrued Death Multiple and the Member's Final Average Remuneration as at the date of death; and
- (b) if the Member dies before attaining age 60, an amount determined according to the following formula:

$$\text{FAR} \times \text{FS} \times \frac{1}{100\text{TF}}[(f_0 \times 9 + f_3 \times 15 + f_6 \times 21)]$$

Where:

"FAR" means the Member's Final Average Remuneration as at the date of death;

"FS" means the number of years (and any fraction of an incomplete year) between the date of death and the date the Member would have attained age 60;

"f₀" means the number of years (and any fraction of an incomplete year) during the Averaging Period when the Member's rate of Contributions was or was deemed to be 0%.

"f₃" means the number of years (and any fraction of an incomplete year) during the Averaging Period when the Member's rate of Contributions was or was deemed to be 3%;

"f₆" means the number of years (and any fraction of an incomplete year) during the Averaging Period when the Member's rate of Contributions was or was deemed to be 6%;

"TF" means the sum of f₀, f₃ and f₆; and

"Averaging Period" means the two years of Membership Period most recently preceding the date of death or the actual Membership Period most recently preceding that date, whichever is the lesser,

provided that the Benefit payable in respect of a Member under this Clause 3.3 shall not exceed 8.4 times the Member's Final Average Remuneration as at the date of death,

provided further that if the Benefit payable to a Member under this Clause 3.3 is less than the Benefit that would have been payable to the Member under Clauses 3.1(a), 3.1(b), 3.2, 3.8(b) or 3.8(c) ("Other Clauses") had the Member merely ceased to be an Employee at the date of death (whichever of the Other Clauses would have applied having regard to the Member's age at the date of death), then the Benefit calculated in accordance with the applicable Other Clause shall be payable to the Member as at the date of death.

¹⁰ Clause 3.3 varied for Loy Yang members, with effect from 29 October 2001

3.4 Application of death Benefits

Any Benefit payable on the death of a Member shall be paid or applied by the Trustee in accordance with Rule A10.12.

3.5 Permanent Total Disablement Benefits

If a Member ceases to be an Employee before the Retirement Age because of Permanent Total Disablement, there shall be payable to the Member a lump sum Benefit of an amount equal to the sum of:

- (a) the Member's Accrued Retirement Benefit as at the Date of Disablement; and
- (b) if the Date of Disablement precedes the date on which the Member attains age 60, an amount determined according to the following formula:

$$\text{FAR} \times \text{FS} \times \frac{1}{100\text{TF}} [(f_0 \times 9 + f_3 \times 15 + f_6 \times 21)]$$

Where "FAR", "FS", "f₀", "f₃", "f₆", "TF" and "Averaging Period" have the same meanings as in Clause 3.3(b) as if the Member had died on the Date of Disablement, provided that the Benefit payable in respect of a Member under this Clause 3.5 shall not exceed 8.4 times the Member's Final Average Remuneration as at the Date of Disablement

provided further that if the Benefit payable to a Member under this Clause 3.5 is less than the Benefit that would have been payable to the Member under Clauses 3.1(a), 3.1(b), 3.2, 3.8(b) or 3.8(c) ("Other Clauses") had the Member merely ceased to be an Employee at the Date of Disablement (whichever of the Other Clauses would have applied having regard to the Member's age at the Date of Disablement), then the Benefit calculated in accordance with the applicable Other Clause shall be payable to the Member as at the Date of Disablement.

3.6 Temporary Total Disablement Benefits¹¹

- (a) Subject to this Clause 3.6, if a Member suffers Temporary Total Disablement while an Employee prior to age 65;
 - (1) an income benefit (hereinafter called a "Disability Income Benefit") shall be payable to the Member, commencing on the Date of Disablement, as provided in this Clause 3.6; and
 - (2) no other Benefit shall be payable to or in respect of the Member from the Fund during payment of the Disability Income Benefit.
- (b) Subject to this Clause 3.6, the annual amount of the Disability Income Benefit shall be equal to one-twelfth of the lump sum calculated in accordance with Clause 3.3 of this Part 3 as if the member had died on the Date of Disablement, and the Benefit shall be payable by fortnightly instalments of one twenty-sixth of such annual amount provided that unless the Trustee determines otherwise, no Disability Income Benefit shall be paid if in the Trustee's opinion the Member has received or is receiving any compensation in respect of the circumstances that caused the Member's Temporary Total Disablement.

¹¹ Clause 3.6(a) and (c)(2) varied for Loy Yang members, with effect from 29 November 2005

- (c) The Disability Income Benefit shall terminate on the first to occur of:
 - (1) the death of the Member;
 - (2) the Member attaining age 65; or
 - (3) the date as at which a Benefit becomes payable to the Member on Permanent Total Disablement.
- (d) If:
 - (1) the Member engages in remunerative employment with the Employer or any other person; or
 - (2) in the opinion of the Trustee, after considering the advice of a legally qualified medical practitioner nominated by the Trustee, the Member is or becomes able to engage in any remunerative employment,

the Trustee may reduce or suspend the Disability Income Benefit to such extent and for such period as the Trustee sees fit or may permanently terminate the Disability Income Benefit.
- (e) If the Member continues, or returns to a position, as an Employee of the Employer on the cessation of the Disability Income Benefit, the Member shall continue as a Member and the Rules and this Participation Schedule shall continue to apply to and in respect of the Member.
- (f) If the Member does not continue, or return to a position, as an Employee of the Employer on the cessation of the Disability Income Benefit, there shall be payable to or in respect of the Member from the Fund a Benefit determined in accordance with whichever of the other Clauses in this Part 3 applies, depending upon the circumstances in which the Disability Income Benefit ceased to be payable.
- (g) For the purposes of determining the Member's Accrued Benefit Multiple and any Benefit payable under Clause 3.3(b) or 3.5 of this Part 3, the Member shall be deemed to have contributed during payment of the Disability Income Benefit at the rate of Contributions which applied immediately prior to the Date of Disablement under Clause 2 of this Part 3.
- (h) If during payment of the Disability Income Benefit the Trustee considers it appropriate to do so in order to relieve hardship, the Trustee may pay or apply from the Fund to or for the benefit of such one or more of the Member and the Member's Dependants and in such manner and proportions as the Trustee determines an amount or amounts not exceeding in aggregate the Benefit calculated under Clause 3.8 of this Part 3 as if the member had voluntarily ceased employment on the Date of Disablement provided that any Benefit which later becomes payable from the Fund in respect of the Member (other than the continuing Disability Income Benefit) shall be reduced to take account of any such hardship payments.
- (i) A member in receipt of a Disability Income Benefit whilst suffering Temporary Total Disablement shall be regarded as on Leave of Absence without pay. A Member shall not make any Contributions in relation to any period when the Member is suffering Temporary Total Disablement.
- (j) If a Member who is suffering Temporary Total Disablement fails to submit to a medical examination directed by the Trustee, the Member's Disability Income Benefit shall be suspended from the date appointed for the examination and the suspension shall be effective for the period the Trustee shall determine.

3.7 Retrenchment Benefits¹²

If a Member ceases to be an Employee before attaining the age of fifty-five (55) years in circumstances which in the opinion of the Employer constitute retrenchment and no Benefit is payable under Clause 3.1 of this Part 3, a lump sum Benefit shall be payable to the Member of an amount equal to the Member's Accrued Retirement Benefit as at the date of cessation of employment provided that unless the Employer and the Trustee otherwise agree, the amount of such Benefit shall be reduced by all or any part of any payment made by the Employer (not from the Fund) to or in respect of the Member if the Employer advises the Trustee in writing before payment of the Benefit that the Employer considers the payment made by it to be in respect of the retrenchment of the Member provided always that the Benefit payable to the Member shall not be less than the Benefit determined as at the date of cessation of employment in accordance with Clause 3.8 of this Part 3.

3.8 Other Benefits on ceasing to be an Employee¹³

- (a) If a Member ceases to be an Employee in circumstances not giving rise to a Benefit in respect of the Member under any preceding Clause in this Part 3, a lump sum Benefit shall be payable to the Member of an amount determined as follows.
- (b) If the Member ceases employment before attaining the age of fifty (50) years, the lump sum Benefit shall be an amount equal to the sum of:
 - (1) the Member's Adjusted Total Contributions in respect of the period since the date (hereinafter called the "Prior Date") five (5) years before the date of cessation of employment with the Employer; and
 - (2) either:
 - (A) in the case of a Member who last became a Member under this Part 3 or Division C on or before the Prior Date, the product of the Member's Accrued Benefit Multiple as at the Prior Date and the Member's Final Average Remuneration as at the date of cessation of employment with the Employer; or
 - (B) in the case of a Former Division B Member who on the Prior Date was a Member under Part 2 or Division B, or a Previous Fund Member who on that date was a member of a Previous Fund, such amount as shall be determined by the Trustee, after obtaining the advice of the Actuary, having regard to such matters as the Trustee considers appropriate.
- (c) If the member ceases employment on or after attaining the age of fifty (50) years but before attaining the age of fifty-five (55) years, the lump sum Benefit shall be determined in the manner provided in Clause 3.8(b) of this Part 3 except that there shall be substituted for the period of five (5) years in Clause 3.8(b) of this Part 3 the period (in years and complete months) from the date of cessation of employment to the date on which the Member would attain the age of fifty-five (55) years.
- (d) Notwithstanding anything aforesaid, in the case of a Former Division B Member or a Member who immediately before last becoming a Member under this Part 3 or Division C was a member of the ERBF, the Benefit payable to the Member under this Clause 3.8 shall not be less than the amount which would have been payable to the

¹² Clause 3.7 varied for Loy Yang members, with effect from 1 March 2008

¹³ Clause 3.8(b) and (c) varied for Loy Yang members, with effect from 1 March 2008

Member had the Member remained under Part 2, Division B or the ERBF, as the case may be, and had ceased to be an Employee in the same circumstances as are provided for in this Clause 3.8, based on the provisions applicable to the Member under Part 2 or the ERBF, as the case may be, immediately before 1 September 1987 but allowing in such calculation for the amounts actually contributed by the Member to the Fund or the ERBF, as the case may be, since 1 September 1987.

3.9 Gratuity Benefits

If a Relevant Pre-1974 Member ceases to be an Employee, other than in the circumstances provided for in Clause 3.8 of this Part 3, the Member's Gratuity Benefit, if any, shall be paid to or in respect of the Member in addition to any other Benefit provided for under the Rules or this Participation Schedule. In the case of death, such Benefit shall be applied in accordance with Clause 3.4 of this Part 3.

3.10 Terminal Illness Benefit

- (a) In the event of a Member's Terminal Illness, the Trustee may at the request of the Member pay an amount not exceeding the lesser of:
 - (1) the amount that may be released under the Relevant Law; and
 - (2) the amount that the Member would have been entitled to receive under these Rules if the Member died on the date on which he or she was certified as having a Terminal Illness (provided that, if the Terminal Illness Benefit, or any component of it, is insured by the Trustee under a policy of insurance, the Trustee must reduce the amount payable to the Member in respect of that Benefit to the extent the insurer does not admit or pay all or part of the insured amount).
- (b) The member must provide such evidence as the Trustee reasonably requires that proves that all of the conditions that must be satisfied under the Relevant Law for a Terminal Medical Condition to exist, have been satisfied.
- (c) Notwithstanding any other provision of these Rules, the Trustee must adjust any Benefit payable from the Fund to take account of any payment made under this Clause 3.10.

Part 4

1 Preliminary

1.1 Application of this Part 4

- (a) The provisions of this Part 4 apply to Category B Members.
- (b) If there is a conflict between a Clause in the General Part and any Clause of this Part 4, that Clause in the General Part prevails to the extent of the conflict.

1.2 Interpretation

In this Part 4, unless the contrary intention appears or context requires otherwise:

"Child" has the same meaning given in Division A of the rules except where a Member elects to take a Benefit as a pension where **"Child"** in relation to a person means any child of the person, including without limitation a step-child, a person recognised by the Trustee as that person's child and a child born after the death of the person but (unless the Trustee determines otherwise) does not in the case of a Member include –

- (a) a child adopted by the Member after the Member ceased to be an Employee;
- (b) a step-child of a marriage of the Member which took place after the Member ceased to be an Employee;
- (c) a child of the Member born after the Member ceased to be an Employee, unless the Trustee is satisfied on production of such proof as the Trustee may require that the child was conceived but not yet born at the time the Member ceased to be an Employee; or
- (d) a child whom the Member gave up for adoption and who has been lawfully adopted by another person.

"Child Allowance" means a Benefit payable pursuant to Clause 3.4, 3.5, 3.6 or 3.7 and calculated in accordance with Clause 3.9 of this Part 4.

"Compensation and Rehabilitation Act" means an act or regulation of Australia, any State or Territory thereof or of any country, as the case requires, under which a claim can be made by or in respect of an Employee for compensation for the Employee's illness, injury or death and includes any payment made in respect thereof under any enactment of a national compensation, rehabilitation or like arrangement in respect thereof having government support or recognition.

"Consumer Price Index Ratio", in relation to 1 January in a particular calendar year, means:

- (a) the ratio that the Consumer Price Index (being the Melbourne – all groups index) published by the Australian Bureau of Statistics Canberra for the September quarter of the immediately preceding calendar year, bears to the said index for the September quarter of the calendar year next prior thereto; or
- (b) if such index is discontinued or is not available, such other indexation or adjustment basis as may be determined by the Trustee from time to time.

"Cost of Living Variation" means the change as at 1 January in a particular calendar year being an addition to or subtraction from a Pension, as the case requires, made by the Trustee to or in respect of a Member who ceased to be an Employee before the last preceding

1 January, equal to the Pension that was being paid immediately prior to 1 January of that year multiplied by the applicable factor, namely, the relevant Consumer Price Index Ratio minus the number one.

“Disablement” means in relation to a Member a state of physical or mental health caused through bodily injury, illness, disease or infirmity (none of which has been incurred or inflicted for the purpose of obtaining a Benefit) which the Trustee, after obtaining the advice of a legally qualified and registered medical practitioner, determines has rendered the Member temporarily or permanently incapable of performing the Member’s duties to the Employer and requires the termination of the Member’s employment with the Employer or the cessation of or reduction in the Member’s Remuneration for the time being.

“ERBF” means the SEC Employees’ Retirement and Benefit Fund.

“Final Average Remuneration” means in relation to a Member the average of the Member’s annual rate of Remuneration during the two years of the Member’s Membership Period (or the actual Membership Period, if less) immediately preceding:

- (a) in the case of a Member suffering Temporary Total Disablement, the Date of Disablement; or
- (b) in any other case, the date the Member ceased to be an Employee,

provided that, in the case of a Member who immediately before last becoming a member of the Fund was a member of the ERBF, for the purpose of this definition the Member’s Membership Period shall include the most recent uninterrupted period during which the Member was or was deemed to be a member of the ERBF under the provisions governing that fund provided always that the Final Average Remuneration of a Member who is entitled to receive a Pension on Temporary Total Disablement shall be the Final Average Remuneration as at the day before commencement of that Pension increased by the same percentage as such Pension has been increase since the date of its commencement.

“Full-time Education” means the time that the Child is engaged in full-time attendance as a student at an educational institution and a period of six weeks after ceasing to be a student provided that, when a Child ceases to be a student at the end of the normal school or college year and that child does not subsequently resume full-time attendance at an educational institution, payment of any relevant allowance will continue until (but not for or beyond) the first complete pay period that commences on or after 1 February in the following year.

“Gratuity Benefit” means in relation to a Relevant Pre-1974 Member a lump sum equal to two per centum (2%) of the Member’s Final Average Remuneration for each complete year (and pro rata for each additional complete month), if any, during the most recent uninterrupted period of the Member’s employment as a wages Employee between:

- (a) the later of the date the Member last became a wages Employee and the date the Member attained age 21; and
- (b) the earlier of the date the Member first became a member of the ERBF and the date the Member first became a member of the Fund.

“Lump Sum Benefit” means a single cash sum Benefit payable on the death or Permanent Total Disablement of a Member, who has not attained the Retirement Age, equal to the Member’s Final Average Remuneration.

“Member” means a Member to whom this Part 4 applies.

“Member’s Accumulated Contributions” means an amount as at the date the Member ceases to be an Employee, equal to the Contributions made by the Member during his or her

Membership Period together with interest thereon at the Agreed Rate from the date each Contribution is received by the Fund to the date the Member ceases to be an Employee.

"Member's Accumulated Post-1993 Contributions" means an amount as at the date the Member ceases to be an Employee, equal to the Contributions made by the Member after 30 June 1993 together with interest thereon at the Agreed Rate from the date each Contribution is received by the Fund to the date the Member ceases to be an Employee.

"Member's Accumulated Pre-1993 Contributions" means an amount as at the date the Member ceases to be an Employee, equal to the Contributions made by the Member prior to 1 July 1993 together with interest thereon at the Agreed Rate from the date each Contribution is received by the Fund to the date the Member ceases to be an Employee.

"Membership Period" means in relation to a Member the most recent continuous period expressed in years (including any fraction of a year calculated in complete months) during which the Member was both a Member and an Employee provided that a Member's Membership Period shall include:

- (a) the Member's "Membership Period" under the Rules before the AGL Commencement Date and under the Former AGL Energy Participation Agreement between the AGL Commencement Date and the AGL Energy Transfer Date if not otherwise included in this definition;
- (b) any additional Membership Period granted pursuant to the Rules;
- (c) any period during which the Member's Contributions are suspended or deferred but in respect of which such Contributions are subsequently paid by or in respect of the Member; and
- (d) in relation to a Member who is re-admitted as a Member having been in receipt of a Pension under this Part 4 (or Division B before the AGL Commencement Date or Part 2 of the Former AGL Energy Participation Agreement between the AGL Commencement Date and the AGL Energy Transfer Date)

on Permanent Total Disablement or Permanent Partial Disablement immediately prior to re-admission but not having commuted any part of such Pension:

- (1) in the case of a Pension payable on Permanent Total Disablement, any period prior to re-admission during which the Member was a Pensioner suffering such Disablement; or
- (2) in the case of a Pension payable on Permanent Partial Disablement, a period of not more than (but which may be less than) the period of such Disablement, as determined by the Trustee after obtaining the advice of the Actuary,

provided further that a Member's Membership Period shall not include:

- (e) any period during which the Member's Contributions are suspended or deferred but are not subsequently paid by or on behalf of the Member;
 - (f) except where the Rules or this Participation Schedule expressly provide otherwise or the Member's Employer and the Trustee otherwise agree, any period during which a Member is not receiving or deemed to be receiving Remuneration; and
 - (g) any other period excluded pursuant to the Rules or this Participation Schedule,
- provided always that a Member's Membership Period shall not exceed forty (40) years.

"Membership to Retirement" means the period (expressed in years and including any fraction of a year calculated in complete months) which is the sum of:

- (a) the period between the applicable determination date and the date the Member would attain the Retirement Age; and
 - (b) the Member's Membership Period as at the applicable determination date,
- but shall not exceed forty (40) years.

"Permanent Partial Disablement" means Disablement of a degree that, in the opinion of the Trustee after obtaining the advice of a legally qualified and registered medical practitioner, has rendered the Member permanently incapable of performing work of the nature or extent of that undertaken by the Member immediately prior to the Date of Disablement but not of a degree which, in the opinion of the Trustee, has rendered the Member unlikely ever to be able undertake any form of remunerative work.

"Permanent Total Disablement" means Disablement of a degree that, in the opinion of the Trustee after obtaining the advice of a legally qualified and registered medical practitioner, the Member is unlikely ever again to be able to undertake any form of remunerative work.

"Pre-1993 Prospective Retirement Pension" means in relation to a member:

- (a) if the Member's Membership to Retirement is thirty-five (35) years or more, seventy per centum (70%) of Final Average Remuneration;
- (b) if the Member's Membership to Retirement is thirty (30) years or more but less than thirty-five (35) years, sixty-six and two-thirds per centum (66-2/3%) of Final Average Remuneration plus two-thirds per centum (2/3%) of Final Average Remuneration for each complete year of Membership to Retirement in excess of thirty (30) years;
- (c) if the Member's Membership to Retirement is less than thirty (30) years, two and two-ninths per centum (2-2/9%) of Final Average Remuneration for each complete year and pro-rata for each additional complete month of Membership to Retirement.

"Pre-1975 Rules" means the Rules of the Fund which applied immediately prior to 11 July 1975.

"Relevant Pre-1974 Member" means a Member who became a wages employee of the State Electricity Commission of Victoria before 12 August 1974 and who did not immediately join the ERBF.

"Remuneration" means in relation to a Member at any particular date the amount derived by the Member from services rendered to the Employer as an Employee, provided that:

- (a) a Member's Remuneration includes whichever of the following apply in respect of the Member, namely award salary or wage, permanent shift premium, experience payment, State incremental payment, State over award payment, permanent leading hand allowance and (not before 1 September 1987) 50% of permanent weekend penalty;
- (b) except where the Member's Employer expressly determines otherwise and notifies the Trustee, a Member's Remuneration does not include any allowance, penalty, loading, bonus or special payment or increment which is not expressly included under paragraph (a) hereof;
- (c) in the case of a Member who is on Leave of Absence without Remuneration or at a reduced rate of Remuneration, the Member's Remuneration during that Leave of Absence shall be an amount equal to the rate of the Member's Remuneration immediately prior to the commencement of that Leave of Absence; and

(d) if a Member's Remuneration is reduced and the Employer agrees that the reduction shall not be taken into account for the purposes of the Rules, the Member's Remuneration from time to time shall be the greater of:

- (1) the Member's rate of Remuneration immediately before that reduction; and
- (2) the actual rate of the Member's Remuneration,

provided always that the Remuneration of a particular Member or class of Members for the purposes of the Rules shall be such other amount or rate as the Employer notifies to the Trustee either in special circumstances determined by the Member's Employer or in circumstances where the Member and the Member's Employer agree to the Member being placed in a category of Members for whom Remuneration shall be such other amount or rate.

"Retirement Age" means the age of sixty-five (65) years.

"Special Dependant" means in relation to a deceased Member, any person who:

- (a) either:
 - (1) married the Member (or commenced to live with the Member as a defacto spouse) after the Member ceased to be an Employee; or
 - (2) in the opinion of the Trustee, was dependent on the Member at the time of the Member's death; and
- (b) in any such case, the Trustee considers should be recognised as a Special Dependant of the Member, having regard to any relevant preference of the Member communicated by the Member to the Trustee in writing during the Member's lifetime and such other matters as the Trustee considers relevant,

but shall not in any cause include a Member's Spouse, a Child of a Member aged less than sixteen (16) years or an unmarried Child aged over sixteen (16) years who is in Full-time Education.

"Superannuation or Pension Act" means an act or regulation of Australia, any State or Territory thereof or of any country, as the case requires, under which persons are entitled to receive payments whether by lump sum or periodical payments or both.

"Temporary Total Disablement" means Disablement (not being Permanent Total Disablement) of a degree that, in the opinion of the Trustee, the Member is unable for the time being to undertake any form of remunerative work and during which time the Member is not receiving any Remuneration and is regarded as being on Leave of Absence.

1.3 Special Conditions

(a) Medical classification of pre-11 July 1975 Members

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A Member in respect of whom Clause 1.3(a) of Part 2 of the Former AGL Energy Participation Agreement applied and who was a Member under that Part 2 free of any special terms or conditions, shall become a Member under this Part 4 free of any special terms or conditions. Any other Member in respect of whom Clause 1.3(a) of Part 2 of the Former AGL Energy Participation Agreement applied shall become a Member subject to the like terms and conditions as the Member was subject under Part 2 of the Former AGL Energy Participation Agreement, unless the Trustee otherwise determines.

(b) Benefit limitations

- (1) The Trustee, after obtaining the advice of the Actuary, may have admitted a Member as a member of the Fund before 1 September 1987 subject to special conditions as to Contributions or Benefits or both as it may have determined, and may remove or amend any such special condition.
- (2) The Trustee shall advise every Member of any special conditions it has imposed on the Member's Contributions or Benefits or both.
- (3) Where a Member became a member of the Fund on or after 11 July 1975 and ceases to be an Employee by reason of death or Disablement before the Trustee has advised whether any special conditions are imposed as to Benefits to be provided for and in respect of the Member, the Trustee may reduce the Benefit payable to or in respect of the Member but not below the Benefit which would have been payable to the Member if the Member had voluntarily ceased to be an Employee in good health.
- (4) Where the Trustee, after obtaining the advice of a legally qualified and registered medical practitioner, determines that the death or Disablement of a Member resulted from a cause not associated with the reason for the imposition on the Member of special conditions as aforesaid and was caused neither directly nor indirectly by the Member nor by a person with the intent of becoming entitled to receive a Benefit as a result thereof, the Benefits payable to or in respect of that Member shall be such as would have been payable had no such special condition been imposed.
- (5) The Trustee may temporarily or permanently terminate or redeem payments to or in respect of a Pensioner, being a Member who has not attained the age of fifty-five (55) years, who the Trustee considers has regained a state of health regarded as satisfactory or an improved state of health.

(c) Government payments deductible from Benefits

Notwithstanding anything expressed or implied to the contrary in any other provision of this Part 4, where a person is receiving or is entitled to receive an income or cash under a Compensation and Rehabilitation Act or a Superannuation or Pension Act, then unless the Employer and the Trustee otherwise agree, the Trustee must reduce, suspend or reinstate in whole or in part any Benefit payable to or in respect of that person by an amount not exceeding the amount of the income or cash so entitled to be received.

If the claim is paid as a single cash sum and the reduction is to be made from a Pension, the amount thereof shall be determined by the Trustee, after obtaining the advice of the Actuary.

(d) Offsets for direct payments by Employers

If the Employer shall make any payment to or in respect of a Member, not from the Fund, and which it shall have declared to have been made in whole or in part in substitution for a payment of the same amount from the Fund, and such payment results in the Trustee being relieved of liability therefor under the Rules or this Participation Schedule, the Trustee shall reduce the Benefit payable to or in respect of the Member by the amount of the said payment and the Employer's Contributions shall also be reduced by the amount of the said payment in the Fund Year in which it was made (or during any later period the Employer determines).

(e) Death and Disablement Benefit limitations

The Trustee may determine that the Benefit payable on the death or Disablement of a Member shall be insured in whole or in part with an insurance company. If the Trustee is unable to effect the insurance at premium rates that the insurance company charges for lives with no health impairment whatsoever, not exposed to any special risks, and of the same age and sex as the Member, the Trustee, after obtaining the advice of the Actuary, may impose such limitations or conditions on the Benefit as it determines.

(f) Benefit to Dependant may be reduced where prior payment made by Employer

Where an Employer makes an ex-gratia payment to any of the Dependents of a Member, not from the Fund, within six (6) months after the Member's death, the Benefit payable in respect of the Member shall be reduced by an amount not exceeding the amount of such payments unless the Employer and the Trustee otherwise agree, and moneys which would have been payable but for the reduction of a Benefit under this Clause 1.3(f) shall be retained in the Fund for the general purposes thereof.

2 Contributions**2.1 Contributions by Members****(a) Normal Contribution basis**

Subject to the Rules and this Participation Schedule and any special terms or conditions imposed on admission as a Member, a Member shall make Contributions at the rate of six per centum (6%) of Remuneration from time to time.

(b) Period during which Member shall make Contributions

Unless otherwise provided by the Rules and this Participation Schedule, a Member shall continue to pay Contributions until the earliest of the date that:

- (1) the Member ceases to be an Employee;
- (2) subject to Rule AA11, the Member attains the Retirement Age; and
- (3) the date the Member's Membership Period equals forty (40) years.

(c) Contributions during Leave of Absence**(1) Member's options**

A member on Leave of Absence may elect to contribute to the Fund during such Leave on either of the bases provided for in Clauses 2.1(c)(2) and (3) of this Part 4 hereof with the consequences provided for therein. Such an election shall be made at the time and in the manner determined by the Trustee but, unless and until such a Member makes an effective election to contribute as provided in Clause 2.1(c)(2), the Member shall be deemed to have elected the basis provided for in Clause 2.1(c)(3). Any amounts payable to the Fund by a Member pursuant to this Clause 2.1 shall be paid to the Fund at the times and in the manner determined by the Trustee.

(2) Full Contribution basis

If a Member on Leave of Absence elects to pay Contributions on the basis provided for in this Clause 2.1(c)(2), the Member shall pay to the Fund during such Leave:

- (A) Contributions determined in accordance with Clause 2.1(a) of this Part 4; and
- (B) where the Leave of Absence is not due to Disablement, sickness, injury or the complete or partial – but in either case temporary - closing down of the business of the Employer and such additional Contributions are required by the Employer, additional Contributions at a rate agreed between the Trustee and the Employer, after obtaining the advice of the Actuary.

Any period of Leave of Absence during which Contributions are so paid by the Member shall be included in the Member's Membership Period for the purpose of determining any Benefit and, in determining any Benefit which becomes payable on the death or Disablement of the Member during such Leave, the prospective period between the date of death or the applicable Date of Disablement, as the case may be, and the date the Member would attain the Retirement Age shall be taken into account on the same basis as would have applied if the Member had not been on such Leave.

Except as specified below, any additional Contributions made by a Member as provided in Clause 2.1(c)(2)(B) shall not be included in the Member's Accumulated Contributions but, where a Benefit becomes payable to or in respect of the Member pursuant to Clause 3.6, 3.8, 3.10 or 3.11 of this Part 4 the single cash sum Benefit otherwise payable shall be increased by a sum equal to the amount of any such additional Contributions made by the Member (but not including any such Contributions made by the Member between 11 July 1975 and 13 February 1980 or pursuant to an arrangement made between those dates) with interest calculated thereon at the Agreed Rate.

Any additional Contributions made by a Member as provided in Clause 2.1(c)(2)(B) between 11 July 1975 and 13 February 1980 or pursuant to an arrangement made between those dates, shall be included in the Member's Accumulated Contributions for the purpose of calculating any Benefit pursuant to Clause 3.6, 3.8, 3.10 or 3.11 of this Part 4 but not otherwise.

(3) Limited premium basis

If a Member on Leave of Absence elects or is deemed to have elected to make payments on the basis described in this Clause 2.1(c)(3), the Member shall make payments to the Fund at the rate of two per centum per annum (2%) of the Member's Remuneration during such Leave.

If such payments are made to the Fund, the period of such Leave shall not be included in the Member's Membership Period for the purpose of determining any Benefit but, in determining any Benefit which becomes payable on the death or Disablement of the Member during such Leave, the prospective period between the date of death or the applicable Date of Disablement, as the case may be, and the date the Member would attain the Retirement Age

shall be taken into account on the same basis as would have applied if the Member had not been on such Leave.

Any such payments by a Member shall not be considered to be Contributions paid to the Fund by the Member for the purposes of the Rules and this Participation Schedule.

(d) Adjustment for non-payment

If the Contributions or other amounts payable by a Member to the Fund are not paid into the Fund as and when required under the Rules or this Participation Schedule, the Trustee, after obtaining the advice of the Actuary, may adjust the Benefits for and in respect of that Member in such manner and to such extent as the Trustee considers appropriate.

(e) Member to pay any charges on Contributions

Any charges or expenses in respect of a Member's Contributions shall be payable by the Member, so that all the Member's Contributions shall be received by the Trustee free of all deductions.

(f) Payment by Employer of Member's Contributions

Without limiting Rule AA3.2 or AA3.3, if an Employer pays the whole or any part of the Contributions or other payments which under the Rules or this Participation Schedule are payable by a Member, the moneys so paid, where not reimbursed to the Employer by the Member, shall not be considered to be Contributions paid to the Fund by the Member for the purposes of the Rules or this Participation Schedule.

(g) Deduction of unpaid amounts and interest

Unless the Trustee and the Employer consider in any particular case that it is inappropriate to make such a deduction or that the Benefits to be provided in respect of the Member shall be adjusted in some other manner, on any Benefit becoming payable to or in respect of a Member the Trustee shall deduct therefrom by instalments or as a single amount (as determined by the Trustee) any unpaid Contributions or other amounts which were payable by the Member together with interest thereon at the Agreed Rate.

3 Benefits

3.1 Pension at Retirement Age or within 5 years before

If a Member retires as an Employee on attaining the Retirement Age or on or after attaining the age of sixty (60) years, a Pension shall be payable to the Member for the Member's lifetime. The Pension shall be the sum of:

- (a) in respect of the first thirty (30) years of the Member's Membership Period, the sum of:
 - (1) two and two-ninths per centum (2-2/9%) of Final Average Remuneration for each complete year (and pro rata for any fraction of an incomplete year) of the Member's Membership Period prior to 1 July 1993; and
 - (2) two per centum (2%) of Final Average Remuneration for each complete year (and pro rata for any fraction of an incomplete year) of the Member's Membership Period after 30 June 1993; and

- (b) in respect of the first five (5) complete years of the Member's Membership Period in excess of thirty (30) years, the sum of:
- (1) two-thirds per centum (2/3%) of Final Average Remuneration for each such complete year of the Member's Membership Period which commenced prior to 1 July 1993; and
 - (2) six-tenths per centum (0.6%) of Final Average Remuneration for each such complete year of the Member's Membership Period which commenced after 30 June 1993.

3.2 Pension at or after age fifty-five (55) years

If a Member retires as an Employee on or after attaining the age of fifty-five (55) years but before attaining the age of sixty (60) years, a Pension shall be payable to the Member for the Member's lifetime. The Pension shall be calculated in the first instance as set out in Clause 3.1 of this Part 4 but based on the Member's actual Membership Period and Final Average Remuneration at date of the actual retirement and then reduced by the percentage obtained from the following table for the Member's age at retirement, interpolating between the percentages for any complete months of age:

Age in years at retirement	Percentage Reduction
60	0%
59	4%
58	8%
57	12%
56	16%
55	20%

3.3 Commutation of retirement Pensions

(a) Single lump sum Benefit in lieu of Pension

A Member who is entitled to or in receipt of a Pension pursuant to Clause 3.1 or 3.2 of this Part 4 may within three (3) months, or within such other time as the Trustee may determine (as a determination of general application and not for a particular case), after ceasing to be an Employee elect in writing to the Trustee to commute on one occasion only all or a portion less than 90 per centum (90%) of the Member's Pension for a single lump sum Benefit.

The election of the Member shall be deemed to include the conversion of the entitlement of a surviving Spouse on the death of the Member unless the election:

- (1) relates to less than 90 per centum (90%) of the Member's annual Pension entitlement; and
- (2) specifies that it relates only to the Pension that would become payable from the time the Member becomes entitled to the single cash sum Benefit until the Member's death.

Where a Member commutes a portion of the Member's Pension pursuant to this Clause 3.3, no further Benefit in relation to the portion so commuted shall be payable to or in respect of the Member.

Where an election of a Member is deemed to include the conversion of the entitlement of a surviving Spouse on the death of the Member, the single lump sum Benefit shall be the amount calculated by multiplying the portion of the annual Pension being commuted by the multiple obtained from the commutation multiple Table No 1 pursuant to Clause 3.3(b) of this Part 4 for the Member's age as at the date the Member ceased to be an Employee and deducting any payments made since that date in respect of the percentage of the Pension being commuted.

Where the election of a Member relates only to the Pension that would become payable until the death of the Member, the single cash sum Benefit shall be calculated by multiplying the portion of the annual Pension being commuted by the multiple obtained from the commutation multiple Table No 2 pursuant to Clause 3.3(b) of this Part 4 for the Member's age as at the date of ceasing to be an Employee and deducting any payments made since that date in respect of the percentage of the Pension being commuted.

(b) Commutation multiple tables

Where a Member makes an election pursuant to the Rules or this Participation Schedule to be paid in a single cash sum Benefit in lieu of a portion of a Pension, the amount shall be the product of the Pension being commuted and the relevant multiple obtained from the table specified for the Member's age at the date the Member ceased to be an Employee, where the multiple in respect of a Member whose age is not an exact number of years shall be interpolated between the multiples shown for exact years adjacent to the Member's age allowing for each additional month in respect of the Member's age with an incomplete month being regarded as one month.

COMMUTATION MULTIPLE TABLE NO 1

Exact age on cessation of employment	Commutation Multiple for exact age shown in column (1)
(1)	(2)
55	13.0
56	12.8
57	12.6
58	12.4
59	12.2
60	12.0
61	11.8
62	11.6
63	11.4
64	11.2
65	11.0

COMMUTATION MULTIPLE TABLE NO 2

Exact age on cessation of employment	Commutation Multiple for exact age shown in column (1)
(1)	(2)
55	11.0
56	10.8
57	10.6
58	10.4
59	10.2
60	10.0
61	9.8
62	9.6
63	9.4
64	9.2
65	9.0

3.4 Disablement Benefits

(a) Determination of Disablement by Trustee

Where the employment or the Remuneration of a Member is terminated by the Employer for the reason of the Member's Disablement, the Trustee shall determine whether the Disablement is:

- (1) Temporary Total Disablement;
- (2) Permanent Total Disablement; or
- (3) Permanent Partial Disablement;

and may vary any determination made.

(b) Pension on Temporary Total Disablement

The Trustee shall pay a Pension to a Member suffering Temporary Total Disablement. The Pension shall commence on the Date of Disablement and, unless otherwise terminated pursuant to the Rules or this Participation Schedule, shall continue to be paid to the Member until the Member's death. The Pension shall be the Member's Pre-1993 Prospective Retirement Pension calculated as at the Date of Disablement.

Subject to Clause 3.9 of this Part 4, the Trustee shall also pay a Child Allowance in respect of each Child of the Member.

(c) Member suffering Temporary Total Disablement attains age sixty-four (64) years

If a Member is in receipt of a Pension for Temporary Total Disablement on attaining the age of sixty-four (64) years, that Pension shall terminate and thereupon the Member shall become entitled to a Pension on Permanent Total Disablement or, at the Member's option, a Pension payable under Clause 3.1 of this Part 4.

(d) Member suffering Temporary Total Disablement – health restored and not returning to employment

A Member being in receipt of a Pension for Temporary Total Disablement whose health, in the opinion of the Trustee after obtaining the advice of a legally qualified and registered medical practitioner nominated by the Trustee, has become sufficiently restored and is in employment not with the Employer or in the Trustee's opinion the Member should be able to obtain and continue in suitable employment, the Trustee may suspend or reduce the Pension payable to or in respect of the Member for the period it determines, or permanently terminate the Member's Pension and all future Benefits in respect thereof. Upon the permanent termination of the Member's Pension, the Member shall cease to be a Member and the Trustee shall pay to the Member a Benefit being three times the Member's Accumulated Pre-1993 Contributions, plus two and seven-tenths (2.7) times the Member's Accumulated Post-1993 Contributions, less the aggregate of the Benefits (not including any Child Allowance, any Benefit paid under Clause 3.12 of this Part 4 (or Division B before the AGL Commencement Date or Part 2 of the Former AGL Energy Participation Agreement between the AGL Commencement Date and the AGL Energy Transfer Date) or any Benefit paid under Part 1 (or Division D before the AGL Commencement Date or Part 1 of the Former AGL Energy Participation Agreement between the AGL Commencement Date and the AGL Energy Transfer Date)) previously paid to or in respect of the Member and no further Benefit shall be paid under this Part 4 or in respect of the Member by the Trustee.

(e) Member suffering Temporary Total Disablement – health partially restored

In the case of a Member in receipt of a Pension for Temporary Total Disablement whose health, in the opinion of the Trustee after obtaining the advice of a legally qualified and registered medical practitioner nominated by the Trustee, has since the Date of Disablement improved but whose health has not been fully restored or in any other circumstances agreed between the Trustee and the Employer either generally or in any particular case, the Trustee may regard the Member as suffering Permanent Partial Disablement. Thereupon the Trustee may pay the Member such Benefit as it shall determine, having regard to the Member's state of health and any income the Member is earning or it considers the Member should be able to earn or compensation the Member may have received or be receiving, and the Trustee may suspend or reduce any Pension payable to or in respect of the Member for the period it determines or permanently terminate the Member's Pension. Where the Trustee permanently terminates the Member's Pension or the Member dies before the Trustee permanently terminates such Pension, the Trustee shall pay to or in respect of the Member a Benefit being three times the Member's Accumulated Pre-1993 Contributions, plus two and seven-tenths (2.7) times the Member's Accumulated Post 1993 Contributions, less the aggregate of the Benefits (not including any Child Allowance or any Benefit paid under Clause 3.12 of this Part 4 (or Division B before the AGL Commencement Date or Part 2 of the Former AGL Energy Participation Agreement between the AGL Commencement Date and the AGL Energy Transfer Date) or any Benefit paid under Part 1 (or Division D before the AGL Commencement Date or Part 1 of the Former AGL Energy Participation Agreement between the AGL Commencement Date and the AGL Energy Transfer Date)) previously paid to or in respect of the Member and no further Benefit shall be paid under this Part 4 to or in respect of the Member by the Trustee.

(f) Member re-employed by Employer

If a Member being in receipt of a Pension for Temporary Total Disablement returns to a position as an Employee of the Employer, the Trustee may pay the Member a cash sum Benefit or a Pension. The Trustee may reduce, suspend, terminate or adjust the Pension (if any) as the Trustee sees fit provided that unless the Trustee determines otherwise, no Pension shall be paid if in the Trustee's opinion the Member has received or is receiving any compensation in respect of the circumstances that caused the Member's Temporary Total Disablement.

For the purpose of calculating a Lump Sum Benefit, the Remuneration of a Member in the employment of an Employer receiving a Pension pursuant to this Clause 3.4(f) shall be the sum of the annual rate of the Member's Remuneration and the annual rate of the Member's Pension.

(g) Benefit on Permanent Total Disablement

If a Member ceases to be an Employee because of Permanent Total Disablement, the Trustee shall pay to the Member a Lump Sum Benefit and a lifetime Pension. The Pension shall commence on the Date of Disablement and shall be the sum of:

- (1) in respect of the first thirty (30) years of the Member's Membership to Retirement, the sum of:
 - (A) two and two-ninths per centum (2-2/9%) of Final Average Remuneration for each complete year (and pro rata for any fraction of an incomplete year) of the Member's Membership to Retirement prior to 1 July 1993;
 - (B) two per centum (2%) of Final Average Remuneration for each complete year (and pro rata for any fraction of an incomplete year) of the Member's Membership to Retirement between 1 July 1993 and the Date of Disablement; and
 - (C) two and two-ninths per centum (2-2/9%) of Final Average Remuneration for each complete year (and pro rata for any fraction of an incomplete year) of the Member's Membership to Retirement after the Date of Disablement; and
- (2) in respect of the first five (5) complete years of the Member's Membership to Retirement in excess of thirty (30) years, the sum of:
 - (A) two-thirds per centum (2/3%) of Final Average Remuneration for each such complete year of the Member's Membership to Retirement which commenced prior to 1 July 1993;
 - (B) six-tenths per centum (0.6%) of Final Average Remuneration for each such complete year of the Member's Membership to Retirement which commenced after 30 June 1993 and terminated prior to the Date of Disablement; and
 - (C) two-thirds per centum (2/3%) of Final Average Remuneration for each such remaining complete year of the Member's Membership to Retirement.

Subject to Clause 3.9 of this Part 4, the Trustee shall also pay a Child Allowance in respect of each Child of the Member.

(h) Member in receipt of a Pension suffering Temporary Total Disablement

A member in receipt of a Pension whilst suffering Temporary Total Disablement shall be regarded as on Leave of Absence without pay. A Member shall not make any Contributions in relation to any period when the Member is suffering Temporary Total Disablement.

(i) Member suffering Temporary Total Disablement to have medical examination

If a Member who is suffering Temporary Total Disablement fails to submit to a medical examination directed by the Trustee, the Member's Pension shall be suspended from the date appointed for the examination and the suspension shall be effective for the period the Trustee shall determine.

3.5 Benefit on death of Member during employment or Temporary Total Disablement: Spouse or Special Dependant

- (a) Subject to the Rules and this Participation Schedule, if a Member dies while an Employee or while entitled to receive a Pension for Temporary Total Disablement or a Pension under Clause 3.4(f) of this Part 4 leaving a Spouse or a Special Dependant, the Trustee shall pay a Pension and a Lump Sum Benefit as provided in Clause 4.3 of this Part 4. Subject to the Rules and this Participation Schedule, the Pension shall be sixty-seven per centum (67%) of the Member's Pre-1993 Prospective Retirement Pension calculated as at the date of death.

Subject to Clause 3.9 of this Part 4, the Trustee shall also pay a Child Allowance in respect of each Child of the Member.

- (b) A Spouse being entitled to or in receipt of a Pension pursuant to this Clause 3.5 may within six (6) months, or within such further period as may be allowed by the Trustee, after the death of the Member elect in writing to the Trustee to commute on one occasion only all or a portion less than ninety per centum (90%) of the Pension for a single cash sum Benefit. The single cash sum Benefit shall be the amount calculated by multiplying the portion of the Pension being commuted by the relevant multiple obtained from the commutation multiple Table No 3 herein for the Spouse's age as at the date of the death of the Member, and deducting any payments made since the death of the Member in respect of the percentage of the Spouse's Pension being commuted, where the relevant multiple for a Spouse whose age as at the date of death of the Member was not an exact number of years shall be interpolated between the multiples shown for exact years of age adjacent to the Spouse's age allowing for each additional month in such age with an incomplete month being regarded as one month.

COMMUTATION MULTIPLE TABLE NO 3

Exact age of Pensioner as at the date of death of the Member	Commutation Multiple for exact age shown in column (1)
(1)	(2)
50 or younger	12.0
51	11.8
52	11.6
53	11.4
54	11.2

Exact age of Pensioner as at the date of death of the Member	Commutation Multiple for exact age shown in column (1)
55	11.0
56	10.8
57	10.6
58	10.4
59	10.2
60	10.0
61	9.8
62	9.6
63	9.4
64	9.2
65	9.0

Where the exact age of the Spouse as at the date of death of the Member is not shown in communication multiple Table No 3, the relevant multiple shall be determined by the Trustee, after obtaining the advice of the Actuary.

Where a Spouse commutes a portion of the Spouse's Pension pursuant to the foregoing, no further Benefit in relation to the portion shall be payable to or in respect of the Spouse.

3.6 Death of a Member during employment or Temporary Total Disablement: No Spouse or Special Dependant but other surviving Dependant

Upon the death of a Member while an Employee or while entitled to receive a Pension for Temporary Total Disablement or a Pension under Clause 3.4(f) of this Part 4 leaving no Spouse or Special Dependant but leaving another Dependant or other Dependents, the Trustee shall pay or apply a Benefit in respect of such other Dependant or Dependents in accordance with Rule A10.6. The Benefit shall be the sum of:

- (a) the Member's Lump Sum Benefit; and
- (b) an amount calculated in accordance with Clause 3.11 of this Part 4, depending on the Member's Membership Period.

Subject to Clause 3.9 of this Part 4, the Trustee shall also pay a Child Allowance in respect of each Child of the Member.

3.7 Pension on death of Member while entitled to Pension leaving Spouse or Special Dependant

- (a) Subject to the Rules and this Participation Schedule, if a Member, having ceased to be an Employee, dies while entitled to receive a Pension (other than a Pension for Temporary Total Disablement or a Pension under Clause 3.4(f) of this Part 4) leaving a Spouse or a Special Dependant, the Trustee shall pay a Pension as provided in Clause 4.3 of this Part 4.

Subject to the Rules and this Participation Schedule, the Pension shall be sixty-seven per centum (67%) of the Pension that was being paid to the Member immediately prior to the Member's death provided that, if the Member had commuted portion of the

Member's Pension but had elected that the entitlement of the Member's surviving Spouse on the Member's death be unaffected and that only that portion of the Member's Pension payable to the Member personally shall be commuted to a single cash sum Benefit, then, subject to the Rules and this Participation Schedule, the Pension shall be sixty-seven per centum (67%) of the Pension the Member would have been receiving at the date of the Member's death if the Member had not commuted any portion of the Member's Pension.

Subject to Clause 3.9 of this Part 4, the Trustee shall also pay a Child allowance in respect of each Child of the Member.

- (b) A Spouse being entitled to or in receipt of a Pension pursuant to this Clause 3.7 in respect of a Member who ceased to be an Employee in the circumstance described in Clause 3.4(g) of this Part 4 may within six (6) months, or such further period as may be allowed by the Trustee, after the death of the Member elect in writing to the Trustee to commute on one occasion only all or a portion less than ninety per centum (90%) of the Pension for a single cash sum Benefit.

The single cash sum Benefit shall be calculated by multiplying the portion of the annual rate being the percentage of the Pension being commuted applied to sixty-seven per centum (67%) of the rate of the Pension payable to the Member on the day the Member first became entitled to a Pension by the relevant multiple obtained from the commutation multiple Table No 3 pursuant to Clause 3.5(b) of this Part 4 for the age of the Spouse as at the date of the death of the Member and deducting any payment made since the death of the Member in respect of the percentage of the Spouse's Pension being commuted. Where the exact age of the Spouse as at the date of death of the Member is not shown in commutation multiple Table No 3, the relevant multiple shall be determined by the Trustee, after obtaining the advice of the Actuary.

The multiple for a Spouse whose age as at the date of the Member's death was not an exact number of years shall be interpolated between the multiples shown for exact years of age adjacent to the Spouse's age with an incomplete month being regarded as one month.

3.8 Death of Member leaving no Spouse, Special Dependant or other Dependant

Upon the death of a Member (whether before or after ceasing to be an Employee) leaving no Spouse, Special Dependant or other Dependant, the Trustee shall pay a Benefit to the Member's estate. The amount of the Benefit shall be an amount calculated in accordance with Clause 3.11 of this Part 4, depending on the Member's Membership Period, less the sum of any Benefits paid to or in respect of the Member (other than any Benefit paid under Clause 3.12 of this Part 4 or any Benefit paid under Division D or Part 1).

3.9 Child's Allowance

The Trustee shall pay a Child's Allowance to or in respect of each Child whilst under the age of sixteen (16) years where provided for in the Rules or this Participation Schedule provided that the Trustee may pay the Child's Allowance or a reduced rate to an unmarried student Child older than sixteen (16) years whilst continuing Full-time Education.

The amount of a Child's Allowance as at 1 September 1987 is \$28.70 per week or, if both the Child's parents are dead, the Trustee may increase the Child's Allowance to \$57.40 per week.

The Trustee may limit the total amount that shall be paid in respect of Child's Allowance in respect of each Member.

3.10 Benefit on Retrenchment

The Trustee shall pay a Benefit to a Member on ceasing to be an Employee on the grounds of retrenchment.

The Benefit shall be a single cash sum equal to three times the Member's Accumulated Pre-1993 Contributions, plus two and seven-tenths (2.7) times the Member's Accumulated Post-1993 Contributions provided that on the retrenchment of a Member at or after attaining the age of fifty-five (55) years, the Trustee shall pay the Member at the Member's option:

- (a) the said single cash sum Benefit; or
- (b) a Pension determined by the Trustee, after obtaining the advice of the Actuary, being the greater of:
 - (1) (A) if the Member ceased to be an Employee on or after attaining the age of sixty (60) years, a Pension determined in accordance with Clause 3.1 of this Part 4; or
 - (B) if the Member ceased to be an Employee on or after attaining the age of fifty-five (55) years but before attaining the age of sixty (60) years, a Pension determined in accordance with Clause 3.2 of this Part 4; or
 - (2) a Pension as determined by the Trustee after obtaining the advice of the Actuary as having the same present value as the said single cash sum Benefit,

and the Member shall have the option pursuant to Clause 3.3 of this Part 4 to commute all or a portion thereof.

3.11 Other Benefits on ceasing to be an Employee

If a Member ceases to be an Employee in circumstances not giving rise to a Benefit in respect of the Member under any preceding Clause in this Part 4, a cash sum Benefit shall be payable to the Member of an amount equal to:

- (a) if the Member's Membership Period is less than ten (10) years, the Member's Accumulated Contributions; or
- (b) if the Member's Membership Period is at least ten (10) years, the sum of (i) and (ii), where

"(i)" is the amount determined according to the following formula:

$$\text{Member's Accumulated Pre-1993 Contributions} \times \left[1 + \frac{m}{240} \right]$$

"(ii)" is the amount determined according to the following formula:

$$\text{Member's Accumulated Post-1993 Contributions} \times \left[1 + \frac{0.85 \times m}{240} \right]$$

and where "m" is the number of complete months in the Member's Membership Period, subject to a maximum of 240 months.

3.12 Additional Gratuity Benefits

If a Relevant Pre-1974 Member ceases to be an Employee, other than in the circumstances provided for in Clause 3.11 of this Part 4, the Member's Gratuity Benefit, if any, shall be paid to or in respect of the Member in addition to any other Benefit provided for under the Rules or this Participation Schedule. In the case of death, such Benefit shall be applied in accordance with Rule A10.7(c).

3.13 Residual Benefits

- (a) When:
- (1) a Member ceases to be an Employee and becomes entitled to a Pension under Clause 3.1, 3.2 or 3.10 of this Part 4; or
 - (2) a Member dies while an Employee (but not while entitled to receive a Pension on Temporary Total Disablement or under Clause 3.4(f) of this Part 4) and a Pension becomes payable to the Member's Spouse,
- the cash sum amount (in this Clause 3.13 called the "Minimum Amount") which would have been payable if the Member or the surviving Spouse, as the case may be, had immediately commuted exactly fifty per centum (50%) of the Member's or Spouse's Pension (including in the case of a Member's Pension, an equivalent portion of the entitlement of a surviving Spouse on the death of the Member) shall be determined.
- (b) When a Member dies while entitled to receive a Pension for Disablement or a Pension under Clause 3.4(f) of this Part 4, an amount (in this Clause 3.13 called the "Minimum Amount") shall be calculated in accordance with Clause 3.6 of this Part 4 as though the Member had died on the date of commencement of such Pension.
- (c) Where all benefits due and payable to or in respect of the Member but for this Clause 3.13 (not including any Benefit payable under Clause 3.12 of this Part 4 or any Benefit paid under Division D or Part 1) have been paid and the aggregate amount thereof is less than the applicable Minimum Amount, the amount of the difference shall be paid or applied by the Trustee in respect of the Member's surviving Dependant or Dependents in accordance with Rule A10.6.

4 General provisions relating to benefits

4.1 Member suffering Temporary Total Disablement dies or condition becomes Permanent Total Disablement

Where a Member suffering Temporary Total Disablement dies or where the Member's employment is terminated for the reason of Permanent Total Disablement, the Benefits payable to or in respect of the Member, as the case requires, shall be calculated in relation to the Member's Final Average Remuneration calculated as at the day immediately prior to the commencement of the Temporary Total Disablement Pension, adjusted by the Trustee for Cost of Living Variations made during the course of the payment of such Pension.

4.2 Employment after Retirement Age

Subject to Rule AA11 and unless otherwise agreed between the Employer and the Trustee in any particular case, for the purposes of determining and paying Benefits from the Fund under the Rules and this Participation Schedule each Member who is actually an Employee on attaining the Retirement Age shall be deemed to have ceased to be an Employee on attaining that age provided that nothing in this Clause 4.2 shall limit the application of Rule A10.7.

4.3 Spouses and Special Dependents

(a) Benefit where Spouse only

If a Member dies (whether before or after ceasing to be an Employee) leaving a Spouse but without leaving a Special Dependant, the Benefit arising on the death of the Member shall, subject to the Rules and this Participation Schedule, be paid to the Spouse.

(b) Benefit where Spouse and Special Dependant

If a Member dies (whether before or after ceasing to be an Employee) leaving a Spouse and one or more Special Dependents, the Benefit which but for this Clause 4.3 would have been payable to the Spouse shall, subject to the Rules and this Participation Schedule, be paid by the Trustee to such one or more of the Spouse and the Special Dependents to the exclusion of the other or others and in such proportions as the Trustee shall determine, with power to vary such a determination as the Trustee sees fit.

(c) No Spouse but Special Dependents

If a Member dies (whether before or after ceasing to be an Employee) without leaving a Spouse but leaving one or more Special Dependents, the Benefit which would have been payable if the Member had left a Spouse shall, subject to the Rules and this Participation Schedule, be paid to the Member's Special Dependant or, if more than one, to such one or more of them to the exclusion of the other or others and in such proportions as the Trustee shall determine, with power to vary such a determination as the Trustee sees fit.

(d) Special Dependant aged less than Member

Where a Member dies after ceasing to be an Employee and the Trustee determines under Clause 4.3(b) or 4.3(c) of this Part 4 to pay a proportion of a Benefit to a Post-Retirement Special Dependant (as hereinafter defined), the rate of Pension payable to that Post-Retirement Special Dependant under Clause 4.3(b) or 4.3(c) of this Part 4, as the case may be, shall be such that the present value of that Pension as at the date of the Member's death (as determined by the Trustee after obtaining the advice of the Actuary) does not exceed what, in the opinion of the Trustee after obtaining the advice of the Actuary, would have been the present value as at that date of the Pension which would have been payable to the Member's Spouse, calculated as if:

- (1) the Member had been survived by a Spouse who was the same age as the Member; and
- (2) the Trustee under Clause 4.3(b) of this Part 4 had determined to pay to that Spouse the same proportion of the applicable Benefit as the Trustee has determined to pay to the applicable Post-Retirement Special Dependant.

For the purposes of this Clause 4.3(d), "Post-Retirement Special Dependant" means in relation to a Member who dies after ceasing to be an Employee a Special Dependant who, in the opinion of the Trustee, would not have been accepted as a Special Dependant if the Member had died on the date on which the Member ceased to be an Employee.

(e) Adjustment or termination of Pension to Spouse or Special Dependant

Without limiting the powers of the Trustee under any other provision of the Rules or this Participation Schedule:

- (1) a Pension payable to a Spouse or a Special Dependant shall cease to be payable on the death of that Spouse or Special Dependant;
- (2) the Trustee may reduce, terminate or reinstate all or part of a Pension payable to a Special Dependant if the Special Dependant receives or becomes entitled to receive financial support or income from any source other than the Fund;

- (3) if:
 - (A) a Member's Spouse or a Member's Special Dependant, marries while entitled to receive a Pension; and
 - (B) the Member's Membership Period was less than the Member's Membership to Retirement,

as from the date of such marriage the Pension payable to that Spouse or Special Dependant, as the case may be, shall not exceed the Pension which would have been paid to that person had that Pension been calculated by reference to the Member's Membership Period and not to the Member's Membership to Retirement.

4.4 Cost of Living Variations

As at 1 January each year, the Trustee shall add or deduct, as the case requires, to or from each Pension then payable the amount of the Cost of Living Variation provided that:

- (a) any deduction shall be reduced, as necessary, so that the Pension payable to or in respect of a Member shall not be less than that portion of the Pension payable to or in respect of the Member which had not been commuted for a single cash sum Benefit would have been had it commenced to be paid to the Pensioner on the day following the day on which the Member ceased to be an Employee; or
- (b) where the Member ceased to be an Employee after the 1 January of the immediately preceding year the Trustee shall make a pro-rata addition to the Pension of one twelfth of the Cost of Living Variation for each complete month between the date upon which the Member ceased to be an Employee and the 1 January as at which the addition is made, in respect of any Cost of Living Variation made as at that date.

4.5 Commutation of Pensions

(a) Right to commute with consent of the Trustee

Without prejudice to the rights of Members under Clause 3.3 of the Part 4 and Spouses under Clauses 3.5 and 3.7 of this Part 4, any Member, Spouse or Beneficiary who is receiving or is entitled to receive a Pension under the Rules or this Participation Schedule may with the consent of the Trustee and subject to such conditions as the Trustee may determine commute all or part of such Pension to a single cash sum Benefit calculated on such basis as the Trustee may determine, after obtaining the advice of the Actuary.

(b) Waiver of right to commute

If a Member, Spouse or Beneficiary is entitled to receive a pension under the Rules or this Participation Schedule, that Member, Spouse or Beneficiary may irrevocably waive (in a form provided by the Trustee) before the commencement of that pension -

- (1) any right of commutation that that Member might have under Clause 3.3 of this Part 4 or that Spouse might have under Clauses 3.5 and 3.7 of this Part 4; and
- (2) any other right of commutation that the Member, Spouse or Beneficiary might have under the Rules or this Participation Schedule in order to ensure that the pension will meet the standards for a complying pension under the Relevant Law.

Part 5

1 Preliminary

1.1 Application of this Part 5

- (a) The provisions of this Part 5 apply to:
 - (1) Categories C and C-UE Members; and
 - (2) subject to the approval of the Trustee, an Employee who was formerly a Member under Part 4 or Division B of the Rules but who, either on 1 April or 1 October of any year or otherwise as the discretion of the Trustee, has elected to become a Member under this Part 5 in lieu of Part 4 (hereinafter called a **"Former Division B Member"**).
- (b) If there is a conflict between a Clause in the General Part and any Clause of this Part 5, that Clause in the General Part prevails to the extent of the conflict.

1.2 Persons eligible to become Category C or C-UE Members Deleted

-

1.3 Application to join this Part 5 Deleted

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1.4 Deemed non-contributory membership

Notwithstanding the foregoing provisions of this Clause 1, with the approval of the Employer of the Employee (given either generally or specifically) and subject to such conditions as that Employer may impose, the Trustee may deem an Eligible Employee who has not applied or properly applied for membership to have been admitted as a non-contributory Member to whom this Part 5 applies with effect on a date determined by the Trustee, not being earlier than the date on which that person first became eligible to apply for membership of the Fund. Without limiting the generality of the foregoing, where an Eligible Employee dies after first becoming eligible to apply for membership under this Part 5 without having applied for membership, the Trustee may with the approval of the Employer concerned retrospectively deem that Eligible Employee to have become such a Member notwithstanding that such decision is taken after the date of death.

1.5 Definitions

In this Part 5, unless the contrary intention appears or the context requires otherwise:

"Accrued Benefit Multiple" means in relation to a Member at any particular date the multiple which is the sum of:

- (a) in respect if a Category C Member, the multiple determined according to the following formula:

$$\frac{1}{100} [MP_{01} \times 9 + MP_{31} \times 15 + MP_{61} \times 21]$$

PLUS

$$\frac{1}{100} [MP_{02} \times 7.75 + MP_{32} \times 13 + MP_{62} \times 18.5]$$

Where "MP₀₁", "MP₃₁" and "MP₆₁" mean the number of years (and any fraction of an incomplete year) of the Member's Membership Period after 1 September 1987 and prior to 1 July 1993 during which the Member's rate of Contributions to the Fund was or was deemed to be respectively 0%, 3% or 6% of Remuneration; and

"MP₀₂", "MP₃₂" and "MP₆₂" mean the number of years (and any fraction of an incomplete year) of the Member's Membership Period after 30 June 1993 during which the Member's rate of Contributions to the Fund was or was deemed to be respectively 0%, 3% or 6% of Remuneration;

- (b) in respect of a Category C-UE Member, the multiple determined according to the following formula:

$$\frac{1}{100} [MP_{01} \times 9 + MP_{31} \times 15 + MP_{61} \times 21]$$

PLUS

$$\frac{1}{100} [MP_{02} \times 7.75 + MP_{32} \times 13 + MP_{62} \times 18.5]$$

PLUS

$$\frac{1}{100} [MP_{03} \times 9 + MP_{33} \times 15 + MP_{63} \times 20.5]$$

Where "MP₀₁", "MP₃₁" and "MP₆₁" mean the number of years (and any fraction of an incomplete year) of the Member's Membership Period:

- (1) after 1 September 1987 and prior to 1 July 1993; and
- (2) after 28 October 2001,

during which the Member's rate of Contributions to the Fund was or was deemed to be respectively 0%, 3% or 6% of Remuneration; and

"MP₀₂", "MP₃₂" and "MP₆₂" mean the number of years (and any fraction of an incomplete year) of the Member's Membership Period after 30 June 1993 and prior to 1 January 2001 during which the Member's rate of Contributions to the Fund was or was deemed to be respectively 0%, 3% or 6% of Remuneration; and

"MP₀₃", "MP₃₃" and "MP₆₃" mean the number of years (and any fraction of an incomplete year) of the Member's Membership period after 31 December 2000 and prior to 29 October 2001 during which the Member's Rate of Contributions to the Fund was or was deemed to be respectively 0%, 3% or 6% of Remuneration; and

- (c) in the case of a Former Division B Member or a Previous Fund Member, such multiple as may be determined by the Trustee, after obtaining the advice of the Actuary, having regard to such matters as the Trustee considers relevant.

“Accrued Death Multiple” means in relation to a Member at any particular date the multiple which is the sum of:

- (a) the multiple determined according to the following formula:

$$\frac{1}{100} [MP_0 \times 9 + MP_3 \times 15 + MP_6 \times 21]$$

Where “MP₀”, “MP₃” and “MP₆” mean the number of years (and any fraction of an incomplete year) of the Member’s Membership Period after 1 September 1987 during which the Member’s rate of Contributions to the Fund was or was deemed to be respectively 0%, 3% or 6% of Remuneration; and

- (b) in the case of a Former Division B Member or a Previous Fund Member, such multiple as may be determined by the Trustee, after obtaining the advice of the Actuary, having regard to such matters as the Trustee considers relevant.

“Accrued Retirement Benefit” means in relation to a Member at any particular date the product of the Member’s Accrued Benefit Multiple and the Member’s Final Average Remuneration.

“Adjusted Total Contributions” means in relation to a Member the sum of:

- (a) the total Contributions (not including any Contributions by the Member under Division D or Part 1 or Part 1 of the Former AGL Energy Participation Agreement) which would have been made by the Member to the Fund if the Member’s Remuneration had always been equal to the Member’s Final Average Remuneration as at the date he or she ceases to be an Employee; and
- (b) in the case of a Previous Fund Member, such amount as may be determined by the Trustee, after obtaining the advice of the Actuary, having regard to the period of membership of and contributions to the applicable Previous Fund and such other matters as the Trustee considers appropriate.

“Compensation and Rehabilitation Act” means an act or regulation of Australia, any State or Territory thereof or of any country, as the case requires, under which a claim can be made by or in respect of an Employee for compensation for the Employee’s illness, injury or death and includes any payments made in respect thereof under any enactment of a national compensation, rehabilitation or like arrangement in respect thereof having government support or recognition.

“Contribution Review Date” means such date or dates in any year as the Trustee, after consulting the Employer of a group or class of Members, may determine either generally or in respect of that group or class of Members, being the date as at which a Member’s rate of Contributions may be varied as provided in Clause 2 of this Part 5.

“Disablement” means in relation to a Member a state of physical or mental health caused through bodily injury, illness, disease or infirmity (none of which has been incurred or inflicted for the purpose of obtaining a Benefit) which the Trustee, after obtaining the advice of a legally qualified and registered medical practitioner, determines has rendered the Member temporarily or permanently incapable of performing the Member’s duties to the Employer and requires the termination of the Member’s employment with the Employer or the cessation of or reduction in the Member’s Remuneration for the time being.

“ERBF” means the SEC Employees’ Retirement and Benefit Fund.

“Final Average Remuneration” means in relation to a Member the average of the Member's annual rate of Remuneration during the two years of the Member's Membership Period (or the actual Membership Period, if less) immediately preceding:

- (a) in the case of a Member suffering Temporary Total Disablement, the Date of Disablement; or
- (b) in any other case, the date the Member ceased to be an Employee,

provided that, in the case of a Member who immediately before last becoming a Member of the Fund was a member of the ERBF, for the purposes of this definition the Member's Membership Period shall include the most recent uninterrupted period during which the Member was or was deemed to be a member of the ERBF under the provisions governing that fund.

“Former Division B Member” means a Member described in Clause 1.1(a)(2) of this Part 5.

“Gratuity Benefit” means in relation to a Relevant Pre-1974 Member a lump sum equal to two per centum (2%) of the Member's Final Average Remuneration for each complete year (and pro rata for each additional complete month), if any, during the most recent uninterrupted period of the Member's employment as a wages Employee between:

- (a) the later of the date the Member last became a wages Employee and the date the Member attained age 21; and
- (b) the earlier of the date the Member first became a member of the ERBF and the date the Member first became a Member of the Fund.

“Ill Health” means in relation to a Member a physical or mental state of health (not accounting to Permanent Total Disablement) cause through bodily injury, illness, disease or infirmity (none of which has been incurred or inflicted for the purpose of obtaining a Benefit) which the Member's Employer, after obtaining the advice of a legally qualified and registered medical practitioner, determines to have rendered the Member unable to continue as an Employee of that Employer.

“Maximum Benefit” means in relation to a Member the Benefit determined as the product of:

- (a) $A + (8.4 - A) \times 18.5/21$ where A is the Member's Accrued Benefit Multiple as at 30 June 1993; and
- (b) the Member's Final Average Remuneration.

“Member” means a Member to whom this Part 5 applies.

“Membership Period” means in relation to a Member the most recent continuous period expressed in years (including any fraction of a year calculated in complete months) during which the Member was both a Member and an Employee provided that a Member's Membership Period shall include:

- (a) the Member's “Membership Period” under the Rules before the Commencement Date and under the Former AGL Energy Participation Agreement between the AGL Commencement Date and the AGL Energy Transfer Date if not otherwise included in this definition;
- (b) any additional Membership Period granted pursuant to the Rules or this Participation Schedule;
- (c) any period during which the Member's Contributions are suspended or deferred but in respect of which such Contributions are subsequently paid by or in respect of the Member; and

- (d) in relation to a Member who is re-admitted as a Member having been in receipt of a Pension under Part 4 (or Part 2 of the Former AGL Energy Participation Agreement) or Division B on Permanent Total Disablement or Permanent Partial Disablement (as defined in Clause 1.2 of Part 4) immediately prior to re-admission but not having commuted any part of such Pension:
- (1) in the case of a Pension payable on Permanent Total Disablement, any period prior to re-admission during which the Member was a Pensioner suffering such Disablement; or
 - (2) in the case of a Pension payable on Permanent Partial Disablement, a period of not more than (but which may be less than) the period of such Disablement, as determined by the Trustee after obtaining the advice of the Actuary,

provided further that a Member's Membership Period shall not include:

- (e) any period during which the Member's Contributions are suspended or deferred but are not subsequently paid by or on behalf of the Member;
- (f) except where the Rules or this Participation Schedule expressly provide otherwise or the Member's Employer and the Trustee otherwise agree, any period during which a Member is not receiving or deemed to be receiving Remuneration; and
- (g) any other period excluded pursuant to the Rules or this Participation Schedule.

"Permanent Total Disablement" means Disablement of a degree that, in the opinion of the Trustee after obtaining the advice of a legally qualified and registered medical practitioner, the Member is unlikely ever again to be able to undertake any form of remunerative work.

"Previous Fund" means in relation to a Member:

- (a) the ERBF; and
- (b) any other superannuation fund or like arrangement which the Trustee deems to be a Previous Fund.

"Previous Fund Member" means a Member who immediately before last becoming a Member under this Part 5 or Part 3 of the Former AGL Energy Sub-Division Participation Agreement or Division C, was a member of a Previous Fund.

"Relevant Pre-1974 Member" means a Member who became a wages employee of the State Electricity Commission of Victoria before 12 August 1974 and who did not immediately join the ERBF.

"Remuneration" means in relation to a Member at any particular date the amount derived by the Member from the services rendered to the Employer as an Employee, provided that:

- (a) a Member's Remuneration includes whichever of the following apply in respect of the Member, namely award salary or wage, permanent shift premium, experience payment, State incremental payment, State over award payment, permanent leading hand allowance and (not before 1 September 1987) 50% of permanent weekend penalty;
- (b) except where the Member's Employer expressly determines otherwise and notifies the Trustee, a Member's Remuneration does not include any allowance, penalty, loading, bonus or special payment or increment which is not expressly included under paragraph (a) hereof;

- (c) in the case of a Member who is on Leave of Absence without Remuneration or at a reduced rate of Remuneration, the Member's Remuneration during that Leave of Absence shall be an amount equal to the rate of the Member's Remuneration immediately prior to the commencement of that Leave of Absence; and
- (d) if a Member's Remuneration is reduced and the Employer agrees that the reduction shall not be taken into account for the purposes of the Rules and this Participation Schedule, the Member's Remuneration from time to time shall be the greater of:
 - (1) the Member's rate of Remuneration immediately before that reduction; and
 - (2) the actual rate of the Member's Remuneration,

provided always that the Remuneration of a particular Member or class of Members for the purposes of the Rules and this Participation Schedule shall be such other amount or rate as the Employer notifies to the Trustee either in special circumstances determined by the Member's Employer or in circumstances where the Member and the Member's Employer agree to the Member being placed in a category of Members for whom Remuneration shall be such other amount or rate.

"Retirement Age" means the age of sixty-five (65) years.

"Superannuation or Pension Act" means an act or regulation of Australia, any state or Territory thereof or of any country, as the case requires, under which persons are entitled to receive payments whether by lump sum or periodical payments or both.

"Temporary Total Disablement" means Disablement (not being Permanent Total Disablement) of a degree that, in the opinion of the Trustee, the Member is unable for the time being to undertake any form of remunerative work and during which time the Member is not receiving any Remuneration and is regarded as being on Leave of Absence.

1.6 Special conditions

(a) Medical classification of Former Division B Members

Any Former Division B Member whose membership under Division B or Part 4 or Part 2 of the Former AGL Energy Participation Agreement was subject to special terms and conditions shall become a Member under this Part 5 subject to like terms and conditions as applied in respect of the Member prior to becoming a Member under this Part 5, unless the Trustee and the Member's Employer otherwise agree after obtaining the advice of the Actuary.

(b) Other special conditions on transfer from Division B or Part 4

If the Employer and the Trustee agree to the exercise by the Trustee of its discretion under this Clause 1.6(b) in respect of that Member, and if the Trustee, having regard to that Member's previous rights and interests under Division B or Part 4 or Part 2 of the Former AGL Energy Participation Agreement (as applicable), considers it appropriate and equitable in the interests of the Member, the Trustee, after obtaining the advice of the Actuary, may with effect from the date the Member becomes a Member under this Part 5 determine special terms and conditions governing the Member's membership under this Part 5 and the Benefits to be provided hereunder for and in respect of the Member.

(c) Benefit limitations

- (1) Subject to this Clause 1, the Trustee, after obtaining the advice of the Actuary, may admit a person as a Member subject to special conditions as to

Contributions and/or Benefits as it may determine, and may remove or amend any such special condition.

- (2) The Trustee shall advise every Member of any special conditions it has imposed on the Member's Contributions and/or Benefits.
- (3) Where a Member becomes a member of the Fund on or after 11 July 1975 and ceases to be an Employee by reason of death or Disablement before the Trustee has advised whether any special conditions are imposed as to Benefits to be provided for and in respect of the Member, the Trustee may reduce the Benefit payable to or in respect of the Member but not below the Benefit which would have been payable to the Member if the Member had voluntarily ceased to be an Employee in good health.
- (4) Where the Trustee, after obtaining the advice of a legally qualified and registered medical practitioner, determines that the death or Disablement of a Member resulted from a cause not associated with the reason for the imposition on the Member of special conditions as aforesaid and was caused neither directly nor indirectly by the Member nor by a person with the intent of becoming entitled to receive a Benefit as a result thereof, the Benefits payable to or in respect of that Member shall be such as would have been payable had no such special condition been imposed.

(d) Adjustments for Governmental Entitlements

Notwithstanding anything expressed or implied to the contrary in any other provision of this Part 5, where a person is receiving, entitled to receive or, in the opinion of the Employer, could reasonably become entitled to receive any benefit under a Compensation and Rehabilitation Act or a Superannuation or Pension Act (in this Clause 1.6(d) called a "Governmental Entitlement"), then unless the Employer and the Trustee otherwise agree, the Trustee must adjust the amount, form and conditions of payment of any Benefit otherwise payable to or in respect of that person in such manner and to such extent as the Trustee considers appropriate, having regard to the applicable Governmental Entitlement.

(e) Offsets for direct payments by Employers

If the Employer shall make any payment to or in respect of a Member, not from the Fund, and which it shall have declared to have been made in whole or in part in substitution for a payment of the same amount from the Fund, and such payment results in the Trustee being relieved of liability therefore under the Rules or this Participation Schedule, the Trustee shall reduce the Benefit payable to or in respect of the Member by the amount of the said payment and the Employer's Contributions shall also be reduced by the amount of the said payment in the Fund Year in which it was made (or during any later period the Employer determines).

(f) Death and Disablement Benefit limitations

The Trustee may determine that the Benefit payable on the death or Disablement of a Member shall be insured in whole or in part with an insurance company. If the Trustee is unable to effect the insurance at premium rates that the insurance company charges for lives with no health impairment whatsoever, not exposed to any special risks, and of the same age and sex as the Member, the Trustee, after obtaining the advice of the Actuary, may impose such limitations or conditions on the Benefits as it determines.

(g) Benefit to Dependant may be reduced where prior payment made by Employer

Where an Employer makes an ex-gratia payment to any of the Dependents of a Member, not from the Fund, within six (6) months after the Member's death, the Benefit payable in respect of the Member shall be reduced by an amount not exceeding the amount of such payment unless the Employer and the Trustee otherwise agree, and moneys which would have been payable but for the reduction of a Benefit under this Clause 1.6(g) shall be retained in the Fund for the general purposes thereof.

2 Member contributions**2.1 Contribution options**

Subject to the provisions of this Clause 2 and any special membership conditions imposed under Division A or the General Part, a Member shall contribute to the Fund whichever permitted percentage of Remuneration, being 0%, 3% or 6%, is selected by the Member. Unless the Trustee determines otherwise, a Member who does not make such a selection as and when required by the Trustee shall be deemed to have selected a 0% rate of Contributions.

2.2 Variation of Contribution rate

Subject to any conditions imposed by the Trustee, a Member may elect to change the Member's rate of Contributions by nominating another of the permitted Contribution options which the Member wishes to apply from the next following Contribution Review Date but, unless the Trustee determines otherwise, such a notice shall not be valid unless received by the Trustee at least one month prior to the Contribution Review Date from which it is intended to take effect.

2.3 Period during which Member shall make Contributions

Unless otherwise provided by the Rules or this Participation Schedule, a Member shall continue to pay Contributions until the earliest of the date that:

- (a) the Member ceases to be an Employee;
- (b) subject to Rule AA11, the Member attains the Retirement Age; or
- (c) the Member's Accrued Retirement Benefit first equals or exceeds the Maximum Benefit.

2.4 Contributions during Leave of Absence**(a) Member's options**

Without limiting Clauses 2.2 and 2.3 of this Part 5, a Member on Leave of Absence may elect to contribute to the Fund during such Leave on either of the bases provided for in Clause 2.4(b) or 2.4(c) of this Part 5 with the consequences provided for therein. Such an election shall be made at the time and in the manner determined by the Trustee but, unless and until a Member makes an effective election to contribute as provided in Clause 2.4(b) of this Part 5, the Member shall be deemed to have elected the basis provided for in Clause 2.4(c) of this Part 5. Any amounts payable to the Fund by a Member pursuant to this Clause 2.4 shall be paid to the Fund at the times and in the manner determined by the Trustee.

(b) Full Contribution basis

- (1) If a Member on Leave of Absence elects to pay Contributions on the basis provided for in this Clause 2.4(b), the Member shall pay to the Fund during such Leave:
 - (A) Contributions determined in accordance with Clauses 2.1, 2.2 and 2.3 of this Part 5; and
 - (B) where the Leave of Absence is not due to Disablement, sickness, injury or the complete or partial – but in either case temporary – closing down of the business of the Employer and such additional Contributions at a rate agreed between the Trustee and the Employer, after obtaining the advice of the Actuary.
- (2) Any period of Leave of Absence during which Contributors are so paid by the Member shall be included in the Member's Membership Period for the purpose of determining any Benefit and, in determining any Benefit which becomes payable on the death or Disablement of the Member during such Leave, the prospective period between the date of death or the applicable Date of Disablement, as the case may be, and the date upon which the Member would attain age sixty (60) shall be taken into account on the same basis as would have applied if the Member had not been on such Leave.
- (3) Any of the additional Contributions made by a Member pursuant to Clause 2.4(b)(1)(B) of this Part 5 (or Part 3 of the Former AGL Energy Participation Agreement) shall not be taken into account in determining the Member's Adjusted Total Contributions or, except as hereinafter provided, otherwise taken into account in determining the Contributions paid by the Member or the Member's rate of Contributions provided that, where a Benefit becomes payable to the Member pursuant to Clause 3.8 of this Part 5, and if the Employer and the Trustee agree, the Trustee may increase that Benefit by an amount not exceeding the sum of any such additional Contributions made by the Member, with interest calculated thereon at the Agreed Rate.

(c) Limited premium basis

- (1) If a Member on Leave of Absence elects or is deemed to have elected to contribute on the basis provided for in this Clause 2.4(c), the Member shall make payments to the Fund at such rate as the Trustee may determine, after obtaining the advice of the Actuary.
- (2) If such payments are made to the Fund, the period of such Leave shall not be included in the Member's Membership Period for the purpose of determining any Benefit but, in determining any Benefit which becomes payable on the death or Disablement of the Member during such Leave, the prospective period between the date of death or the applicable Date of Disablement, as the case may be, and the date upon which the Member would attain age sixty (60) shall be taken into account on the same basis as would have applied if the Member had not been on such Leave.
- (3) Any such payments made by a Member shall not be taken into account in determining the Member's Adjusted Total Contributions or otherwise taken into account in determining the Contributions paid by the Member or the Member's rate of Contributions.

2.5 Adjustment for non-payment

If the Contributions or other amounts payable by a Member to the Fund are not paid into the Fund as and when required under the Rules or this Participation Schedule, the Trustee, after obtaining the advice of the Actuary, may adjust the Benefits for and in respect of that Member in such manner and to such extent as the Trustee considers appropriate.

2.6 Member to pay any charges on Contributions

Any charges or expenses in respect of a Member's Contributions shall be payable by the Member, so that all the Member's Contributions shall be received by the Trustee free of all deductions.

2.7 Payment by Employer of Member's Contributions

Without limiting Rule AA3.2 or AA3.3, if an Employer pays the whole or any part of the Contributions or other payments which under the Rules or this Participation Schedule are payable by a Member, the moneys so paid, where not reimbursed to the Employer by the Member, shall not be considered to be Contributions paid to the Fund by the Member for the purposes of the Rules or this Participation Schedule,

2.8 Deduction of unpaid amounts and interests

Unless the Trustee and the Employer consider in any particular case that it is inappropriate to make such a deduction or that the Benefits to be provided in respect of the Member shall be adjusted in some other manner, on any Benefit becoming payable to or in respect of a Member the Trustee shall deduct therefrom by instalments or as a single amount (as determined by the Trustee) any unpaid Contributions or other amounts which were payable by the Member together with interest thereon at the Agreed Rate.

3 Benefits

3.1 Retirement and Ill Health Benefits

If a Member ceases to be an Employee, other than in the circumstances provided for in Clause 3.3 or 3.5 of this Part 5-

- (a) on attaining the Retirement Age;
- (b) on or after attaining the age of fifty-five (55) years but before the Retirement Age; or
- (c) at any time before attaining the age of fifty-five (55) years because of Ill Health,

a lump sum Benefit shall be payable to the Member equal to the Member's Accrued Retirement Benefit as at the date of cessation of employment provided that the Benefit payable to a Member under this Clause 3.1 shall not exceed the Maximum Benefit.

3.2 Employment after Retirement Age

Subject to Rule AA11 and unless otherwise agreed between the Employer and the Trustee in any particular case, for the purposes of determining and paying Benefits from the Fund under the Rules and this Participation Schedule each Member who is actually an Employee on attaining the Retirement Age shall be deemed to have ceased to be an Employee on attaining that age provided that nothing in this Clause 3.2 shall limit the application of Rule A10.7.

3.3 Death Benefits

If a Member dies while an Employee before the Retirement Age, a lump sum Benefit shall be payable in respect of the Member in accordance with Clause 3.4 of Part 5 of an amount equal to the sum of-

- (a) the product of the Member's Accrued Death Multiple and the Member's Final Average Remuneration as at the date of death; and
- (b) if the Member dies before attaining age 60, an amount determined according to the following formula:

$$\text{FAR} \times \text{FS} \times \frac{1}{100\text{TF}}[(f_0 \times 9 + f_3 \times 15 + f_6 \times 21)]$$

Where:

"FAR" means the Member's Final Average Remuneration as at the date of death;

"FS" means the number of years (and any fraction of an incomplete year) between the date of death and the date the Member would have attained age 60;

"f₀" means the number of years (and any fraction of an incomplete year) during the Averaging Period when the Member's rate of Contributions was or was deemed to be 0%.

"f₃" means the number of years (and any fraction of an incomplete year) during the Averaging Period when the Member's rate of Contributions was or was deemed to be 3%;

"f₆" means the number of years (and any fraction of an incomplete year) during the Averaging Period when the Member's rate of Contributions was or was deemed to be 6%;

"TF" means the sum of f₀, f₃ and f₆; and

"Averaging Period" means the two years of Membership Period most recently preceding the date of death or the actual Membership Period most recently preceding that date, whichever is the lesser,

provided that the Benefit payable in respect of a Member under this Clause 3.3 shall not exceed 8.4 times the Member's Final Average Remuneration as at the date of death.

3.4 Application of death Benefits

Any Benefit payable on the death of a Member shall be paid or applied by the Trustee in accordance with Rule A10.12.

3.5 Permanent Total Disablement Benefits

If a Member ceases to be an Employee before the Retirement Age because of Permanent Total Disablement, there shall be payable to the Member a lump sum Benefit of an amount equal to the sum of:

- (a) the Member's Accrued Retirement Benefit as at the Date of Disablement; and

- (b) if the Date of Disablement precedes the date on which the Member attains age 60, an amount determined according to the following formula:

$$\text{FAR} \times \text{FS} \times \frac{1}{100\text{TF}} [(f_0 \times 9 + f_3 \times 15 + f_6 \times 21)]$$

Where "FAR", "FS", "f₀", "f₃", "f₆", "TF" and "Averaging Period" have the same meanings as in Clause 3.3(b) as if the Member had died on the Date of Disablement, provided that the Benefit payable in respect of a Member under this Clause 3.5 shall not exceed 8.4 times the Member's Final Average Remuneration as at the Date of Disablement.

3.6 Temporary Total Disablement Benefits

- (a) Subject to this Clause 3.6, if a Member suffers Temporary Total Disablement while an Employee prior to the Retirement Age:
- (1) an income benefit (hereinafter called a "Disability Income Benefit") shall be payable to the Member, commencing on the Date of Disablement, as provided in this Clause 3.6; and
 - (2) no other Benefit shall be payable to or in respect of that Member from the Fund during payment of the Disability Income Benefit.
- (b) Subject to this Clause 3.6, the annual amount of Disability Income Benefit shall be equal to one-twelfth of the lump sum calculated in accordance with Clause 3.3 of this Part 5 as if the Member had died on the Date of Disablement, and the Benefit shall be payable by fortnightly instalments of one twenty-sixth of such annual amount provided that unless the Trustee determines otherwise, no Disability Income Benefit shall be paid if in the Trustee's opinion the Member has received or is receiving any compensation in respect of the circumstances that caused the Member's Temporary Total Disablement.
- (c) The Disability Income Benefit shall terminate on the first to occur of:
- (1) the death of the Member;
 - (2) the Member attaining Retirement Age; or
 - (3) the date as at which a Benefit becomes payable to the Member on Permanent Total Disablement.
- (d) If:
- (1) the Member engages in remunerative employment with the Employer or any other person; or
 - (2) in the opinion of the Trustee, after considering the advice of a legally qualified medical practitioner nominated by the Trustee, the Member is or becomes able to engage in any remunerative employment,
- the Trustee may reduce or suspend the Disability Income Benefit to such extent and for such period as the Trustee sees fit or may permanently terminate the Disability Income Benefit.
- (e) If the Member continues, or returns to a position, as an Employee of the Employer on the cessation of the Disability Income Benefit, the Member shall continue as a Member and the Rules and this Participation Schedule shall continue to apply to and in respect of the Member.

- (f) If the Member does not continue, or return to a position, as an Employee of the Employer on the cessation of the Disability Income Benefit, there shall be payable to or in respect of the Member from the Fund a Benefit determined in accordance with whichever of the other Clauses in this Part 5 applies, depending upon the circumstances in which the Disability Income Benefit ceased to be payable.
- (g) For the purposes of determining the Member's Accrued Benefit Multiple and any Benefit payable under Clause 3.3(b) or 3.5 of this Part 5, the Member shall be deemed to have contributed during payment of the Disability Income Benefit at the rate of Contributions which applied immediately prior to the Date of Disablement under Clause 2 of this Part 5.
- (h) If during payment of the Disability Income Benefit the Trustee considers it appropriate to do so in order to relieve hardship, the Trustee may pay or apply from the Fund to or for the benefit of such one or more of the Member and the Member's Dependants and in such manner and proportions as the Trustee determines an amount or amounts not exceeding in aggregate the Benefit calculated under Clause 3.8 of this Part 5 as if the Member had voluntarily ceased employment on the Date of Disablement provided that any Benefit which later becomes payable from the Fund in respect of the Member (other than the continuing Disability Income Benefit) shall be reduced to take account of any such hardship payments.
- (i) A Member in receipt of a Disability Income Benefit whilst suffering Temporary Total Disablement shall be regarded as on Leave of Absence without pay. A Member shall not make any Contributions in relation to any period when the Member is suffering Temporary Total Disablement.
- (j) If a Member who is suffering Temporary Total Disablement fails to submit to a medical examination directed by the Trustee, the Member's Disability Income Benefit shall be suspended from the date appointed for the examination and the suspension shall be effective for the period the Trustee shall determine.

3.7 Retrenchment Benefits

If a Member ceases to be an Employee before attaining the age of fifty-five (55) years in circumstances which in the opinion of the Employer constitute retrenchment and no Benefit is payable under Clause 3.1 of this Part 5, a lump sum Benefit shall be payable to the Member of an amount equal to the Member's Accrued Retirement Benefit as at the date of cessation of employment provided that unless the Employer and the Trustee otherwise agree, the amount of such Benefit shall be reduced by all or any part of any payment made by the Employer (not from the Fund) to or in respect of the Member if the Employer advises the Trustee in writing before payment of the Benefit that the Employer considers the payment made by it to be in respect of the retrenchment of the Member provided always that the Benefit payable to the Member shall not be less than the Benefit determined as at the date of cessation of employment in accordance with Clause 3.8 of this Part 5 and shall not exceed the Maximum Benefit.

3.8 Other Benefits on ceasing to be an Employee

- (a) If a Member ceases to be an Employee in circumstances not giving rise to a Benefit in respect of the Member under any preceding Clause in this Part 5, a lump sum Benefit shall be payable to the Member of an amount determined as follows.
- (b) If the Member ceases employment before attaining the age of fifty (50) years, the lump sum Benefit shall be an amount equal to the sum of:

- (1) the Member's Adjusted Total Contributions in respect of the period since the date (hereinafter called the "Prior Date") five (5) years before the date of cessation of employment with the Employer; and
 - (2) either:
 - (A) in the case of a Member who last became a member under Part 3 of the Former AGL Energy Participation Agreement or Division C on or before the Prior Date, the product of the Member's Accrued Benefit Multiple as at the Prior Date and the Member's Final Average Remuneration as at the date of cessation of employment with the Employer; or
 - (B) in the case of a Former Division B Member who on the Prior Date was a member under Part 2 of the Former AGL Energy Participation Agreement or Division B, or a Previous Fund Member who on that date was a member of a Previous Fund, such amount as shall be determined by the Trustee, after obtaining the advice of the Actuary, having regard to such matters as the Trustee considers appropriate,
- provided that the Benefit payable to a Member under this Clause 3.8(b) shall not exceed the Maximum Benefit.
- (c) If the Member ceases employment on or after attaining the age of fifty (50) years but before attaining the age of fifty-five (55) years, the lump sum Benefit shall be determined in the manner provided in Clause 3.8(b) of this Part 5 except that there shall be substituted for the period of five (5) years in Clause 3.8(b) of this Part 5 the period (in years and complete months) from the date of cessation of employment to the date on which the Member would attain the age of fifty-five (55) years provided that the Benefit payable to a Member under this Clause 3.8(c) shall not exceed the Maximum Benefit.
 - (d) Notwithstanding anything aforesaid, in the case of a Former Division B Member or a member of the Fund who immediately before last becoming a Member under Division C was a member of the ERBF, the Benefit payable to the Member under this Clause 3.8 shall not be less than the amount which would have been payable to the Member had the Member remained under Division B or the ERBF, as the case may be and had ceased to be an Employee in the same circumstances as are provided for in this Clause 3.8, based on the provisions applicable to the Member under Division B or the ERBF, as the case may be, immediately before 1 September 1987 but allowing in such calculation for the amounts actually contributed by the Member to the Fund or the ERBF, as the case may be, since 1 September 1987.

3.9 Gratuity Benefits

If a Relevant Pre-1974 Member ceases to be an Employee, other than in the circumstances provided for in Clause 3.8 of this Part 5, the Member's Gratuity Benefit, if any, shall be paid to or in respect of the Member in addition to any other Benefit provided for under the Rules or this Participation Schedule. In the case of death, such Benefit shall be applied in accordance with Clause 3.4 of this Part 5.

Part 6

1 Preliminary

1.1 Application of Part

This Part applies to Category RC Members.

1.2 Interpretation

In this Part, unless the contrary intention appears or context requires otherwise:

“Additional Contributions” means contributions by a Member pursuant to clauses 2.1(e) and 2.1(f) of this Part 6 (or Part 6 of the Former AGL Energy Participation Agreement) in addition to Normal Contributions and Special Contributions made by that Member.

“Aggregate Special Contribution Percentage” means the sum of the results of applying the following formula for each period during which a Member contributed at a Special Contribution Rate:

the actual Special Contribution Rate during the respective period multiplied by the number of years and fraction of a year during which a Member contributed at that Special Contribution Rate during that period, PROVIDED THAT during any Ratio Period of employment as a Part-Time Employee, the last mentioned period shall not be included in the period first mentioned, but in its place the period during which the Member was employed as a Part-Time Employee counted in years and fractions of a year divided by the Member's Part-Time Ratio shall be deemed to be part of the period first mentioned in this clause.

“Award” means an agreement certified or award made by an industrial authority, or other similar authority, or any other arrangement which the Employer and the Trustee agree should be treated as an Award.

“Buy-Back Purchase Rate” means:

- (a) for a Member at the Simplification Date whose name appears in the table set out in the Appendix to this Part 6, the rate as shown in the column titled “Part 6 Buy-Back Purchase Rate” adjacent to their name; and
- (b) for a Member whose Service commenced on or after 1 July 2003, the rate of 0.34.

“Date of Disablement” means the Date of Disablement as defined in the relevant policy of insurance held by the Trustee.

“Earnings” means:

- (a) in respect of a Member:
 - (1) nominated by the Employer (who shall, for the purposes of this Part 6, be referred to as a “Nominated Member”) and in respect of a period of time ending on or before 1 January 1998; or
 - (2) other than a Nominated Member and in respect of any period of time.

the total amount of remuneration paid to that Member in his/her employment with his/her Employer during that period of time but shall not include:

- (3) any remuneration payable either under an Award or otherwise to a Member during the first six months of any period in which that Member is performing the duties of an acting position or is temporarily performing duties in addition to the duties which he/she would normally have performed and which is in addition to the remuneration which would have been payable to that Member had the Member not been performing the duties of that acting position or temporarily performing those additional duties; or
 - (4) any additional or increased remuneration payable to a Member who is performing the duties of an officer who is absent on sick leave, annual holiday leave, or long service leave; or
 - (5) overtime, bonuses, commission, shift allowances other than those of a permanent nature, or allowances for rent, travelling and other out of pocket expenses or other emoluments of a similar nature, and
- (b) in respect of a Nominated Member and in respect of a period of time commencing on or after 1 January 1998, a percentage as determined by the Employer, such percentage being a minimum of 70% of the Member's Total Fixed Remuneration as advised to the Member by his/her Employer during that period of time.

"Final Average Salary" means in respect of a Member the greater of:

- (a) the average annual rate of Earnings of that Member during the three years (or such lesser number of years as may be applicable in the case of a particular Member) immediately preceding the date of calculation; and
- (b) the highest average annual rate of Earnings of that Member during any three consecutive years during the ten (or such greater number of which may be applicable in the case of a particular Member) years preceding the date of calculation,

PROVIDED THAT during any Ratio Period in which the Member is deemed by the Employer to be a Part-Time Employee, the Member's Earnings during the said Ratio Period shall for the purposes of calculating Final Average Salary be multiplied by the Member's Part-Time Ratio.

"Final Salary" means:

- (a) in respect of a Member whose Full-Time Salary at the date of calculation is equal to his/her Highest Full Time Salary; and
 - (1) who is aged 62 or less, the Member's Full-Time Salary at the date of calculation; or
 - (2) who is aged over age 62, the amount that the Member's Final Average Salary would have been at age 65 if the Member's current rate of earnings remained unchanged until age 65;
- (b) in respect of a Member whose Full-Time Salary at the date of calculation is less than the Member's Highest Full-Time Salary, the Member's Highest Full-Time Salary.

"Former Plan" means either the AGL Superannuation Plan within the Russell Trust, the Super Solution Master Trust, the AGL Superannuation and Benefits Plan, the AGL Petroleum Superannuation Fund (formerly known as "Moonie Oil Company Superannuation Fund"), the National Mutual Tailored Superannuation Fund (in respect of which NT Gas Pty Limited became a participating employer) or any other fund specified by the Employer.

"Full-Time Employee" means a person who is in the Service of the Employer and who in the opinion of the Employer is engaged in the Service of the Employer as a full-time employee, and includes a Member who is deemed by the Employer to be a Full-Time Employee.

A statement, record of payment, record of classification or other evidence provided by the Employer to the Trustee whether signed or not as to whether the person is employed as a Full-Time Employee and as to what his/her normal hours of work when employed as a Full-Time Employee shall be prima facie evidence of the opinion of the Employer.

“Full-Time Salary” means:

- (a) in respect of a Member who is a Full-Time Employee, the Member's Salary; or
- (b) in respect of a Member who is a Part-Time Employee, the Member's Salary multiplied by the Member's Part-Time Ratio.

“Highest Full-Time Salary” means in respect of a Member, the highest Full-Time Salary earned by the Member during his/her Service with the Employer or, as determined by the Trustee, a previous Employer.

“Group or Gas Fund Transfer Member” means the Member's identified as such in the table set out in the Appendix to this Part 6.

“Maximum Buy-Back Multiple” means, in respect of each Member whose name appears in the table set out in the Appendix to this Part 6, the multiple shown in the column therein titled “Maximum Buy Back Multiple” adjacent to his or her name.

“Member” means a Member to whom this Part 6 applies.

“Member Contribution Account” means the account established by the Trustee with respect to a Member in accordance with clause 2.2 of this Part 6 .

“Normal Contributions” means contributions by a Member to the Fund (whether actual or deemed) pursuant to clauses 2.1(a) and 2.1(b) of this Part 6 (or Part 6 of the Former AGL Energy Participation Agreement).

“Normal Retirement Date” means in relation to a Member the date on which the Member attains 65 years of age or such other age as may be agreed in writing between the Member, the Trustee and the Employer.

“Part-Time Employee” means a person who is in the Service of the Employer and who is, in the opinion of the Employer, engaged in the Service of the Employer as a Part-Time Employee.

A statement, record of payments, record of classification or other evidence provided by the Employer to the Trustee whether signed or not as to whether the person is employed as a Part-Time Employee and as to what his/her normal hours of work when employed as a Part-Time Employee shall be prima facie evidence of the opinion of the Employer.

“Part-Time Ratio” in respect of a Member and in respect of a period (the “Ratio Period” means:

- (a) the number which is the result of dividing the number of hours which in the Employer's opinion would have been the normal working hours of the Member during the Ratio Period if the Member had been employed for the whole of that period as a Full-Time Employee by the number of hours which in the opinion of the Employer were that Member's normal working hours when the Member was employed as a Part-Time Employee during the Ratio Period whether or not the Member was prevented by death, illness, holidays or other events from working for, or for all, the Member's normal working hours during the Ratio Period;
- (b) if on any day or period of days during the Ratio Period the Member's normal working hours varied from the Member's normal working hours on any other day or period of days in the Ratio Period the calculation to be carried out to determine the Member's

Part-Time Ratio shall be carried out in respect of each day or each period of days during which the Member's normal working hours were the same as each other day in the same period of days and the Member's Part-Time Ratio shall be the average of those calculations over the entire Ratio Period.

For the purpose of determining Part-Time Ratio, overtime worked by a Member shall not be taken into account in determining the Member's normal working hours.

A statement, record of payment, record of classification or other evidence provided by the Employer to the Trustee whether signed or not as to whether the person is employed as a Full-Time Employee or employed as a Part-Time Employee and as to what are his/her normal hours of work when employed as a Part-Time Employee and what would have been the Member's normal hours of work if employed as a Full-Time Employee shall be prima facie evidence of the opinion of the Employer.

"Previous Fund" means any superannuation fund approved by the Trustee in which a Member participated before being accepted as a Member pursuant to this Part 6 (or Part 6 of the Former AGL Energy Participation Agreement) (including any Former Plan, if so approved) and assets or moneys of which have been transferred to the Trustee for the purposes of providing benefits for the Member under the Fund.

"Ratio Period" means the period of time referred to in the definition of "Part-Time Ratio".

"Russell Commencement Date" means 1 November 2017.

"Russell Trust" means the Russell Investments Master Trust.

"Salary" means:

- (a) in respect of a Nominated Member and in respect of a period of time ending on or before 31 December 1997; or
- (b) in respect of a Member other than a Nominated Member and in respect any period of time,

the annual equivalent of the remuneration being paid to a Member from time to time in his/her employment with his/her Employer but shall not include:

- (c) an additional or increased remuneration payable either under an Award or otherwise to a Member who is performing the duties of an acting position or who is temporarily performing additional duties other than the duties he/she ordinarily performs;
- (d) any additional or increased remuneration payable to a Member who is performing the duties of an officer who is absent on sick leave annual holiday leave or long service leave; or
- (e) overtime, bonuses, commission, shift allowances other than of a permanent nature, or allowances for rent, travelling or other out of pocket expenses or other emoluments of a similar nature.

"Salary" means in respect of a Nominated Member and in respect of a period of time commencing on or after 1 January 1998, a percentage as determined by the Employer, such percentage being a minimum of 70% of the Member's Total Fixed Remuneration as advised to the Member by his/her Employer during the period of time.

"Service" means continuous employment with one or more of the Employers (whether concurrently or successively) and, for the purpose of determining the length of a Member's Service, Service means the most recent, uninterrupted period during which the Member has been so employed PROVIDED THAT unless otherwise determined by the Employer, employment with an Associated Employer before the date as at which it becomes an

Associated Employer shall not count as Service PROVIDED FURTHER THAT in any particular case Service shall include any further period which the Employer may deem to be Service for the purposes of the whole or any particular provision of the Rules. For Members who were members of a Previous Fund, Service shall, unless otherwise determined by the Employer, also include any period of employment which counted as Service for the purposes of that fund.

"Simplification Date" means 11 January 2004.

"Special Contribution Rate" in respect of a Member means the monetary amount, expressed as a percentage of Salary, at which the Member makes Special Contributions to the Fund.

"Special Contributions" means contributions by a Member to the Fund pursuant to clause 2.1(c) or 2.1(d) of this Part 6 (or Part 6 of the Former AGL Energy Participation Agreement), whether deemed or actual, in addition to that Member's Normal Contributions.

"Superannuation Guarantee Charge Benefit" means in relation to a Member the minimum benefit as certified by the Actuary than an Employer must provide through a superannuation plan in accordance with any Federal or State legislation or regulation where the effect of a failure to provide that minimum benefit will or may subject the Employer to a charge under the Superannuation Guarantee Charge Act 1992 or any other charge, tax, impost or penalty under any other legislation.

"Superannuation Guarantee Charge Contribution" means in relation to a Member, the amount which the Employer of the Member would be required to contribute to a superannuation fund which complies with the Relevant Law from time to time on the assumption that it made contributions to the fund and the fund was not a defined benefit superannuation scheme as defined in Section 6(1) of the Superannuation Guarantee (Administration) Act 1992 so as to avoid having to pay any charge under the Superannuation Guarantee (Administration) Act 1992 or any other charge, tax, impost or penalty under any other Act.

"Total and Permanent Disablement" shall have the same meaning as is given to those words or what the Trustee considers to be the corresponding word or words for the purpose of any policy of insurance effected or acquired by the Trustee pursuant to the Rules which the Trustee has effected to provide the benefit under clause 3.1 of this Part 6 and under which insurance is or may become payable in the event of the disablement of any Member or group of members (or, where there is more than one policy in force, the policy specified by the Trustee for this purpose) and, to the extent that a benefit payable on Total and Permanent Disablement is, in the Trustee's opinion, intended to include the proceeds of such a policy of insurance and the Trustee is not able to insure or fully insure to the level of those proceeds or the Insurer does not pay any or all of those proceeds, the benefit payable will be an amount determined by the Trustee and will, unless the Trustee determines otherwise, be limited to the amount of any proceeds received from the Insurer. From 1 July 2014, the definition of Total and Permanent Disablement in the policy of insurance held by the Trustee must comply with the permanent incapacity or terminal medical condition definition in the Relevant Law.

"Total Fixed Remuneration" means in respect of a Member the amount determined by the Employer in consultation with the Member to be the Member's Total Fixed Remuneration, and advised by the Employer to the Trustee from time to time.

"Years of Contributory Membership" means in respect of a Member:

- (a) at any time up to and including the Simplification Date, the sum of:

- (1) the total period measured in years and fractions of a year during which the Member contributed to any Previous Fund or was deemed to have contributed to any Previous Fund pursuant to the relevant rules at the time **PROVIDED THAT** any Ratio Period during the said period in which the Member was employed as a Part-Time Employee shall be divided by the Member's Part-Time Ratio for that Ratio Period; plus
 - (2) the Member's Aggregate Special Contribution Percentage divided by 5%,
PROVIDED THAT in no case shall a Member's Years of Contributory Membership be greater than the total period counted in years and fractions of a year of the Member's Service with the Member's Employer, or Employers if more than one, while a Member of a Previous Fund **PROVIDED FURTHER THAT** in the determination of the total period of the Member's Service, any Ratio Period in which the Member was employed as a Part-Time Employee shall be divided by the Member's Part-Time Ratio for that Ratio Period;
- (b) at any time after the Simplification Date:
- (1) the Member's Years of Contributory Membership at the Simplification Date, calculated in accordance with paragraph (a), plus
 - (2) the total period measured in years and/or fractions of a year after the Simplification Date during which the Member contributed to the Fund or to any Previous Fund pursuant to clause 2.1 of this Part 6 (or Part 6 of the Former AGL Energy Participation Agreement) (or pursuant to an equivalent clause relating to any Previous Fund) or was deemed to have contributed to the Fund or to any Previous Fund pursuant to Rule AA3.2 or clause 2.2 of the General Part of the Participation Schedule forming part of the Former AGL Energy Participation Agreement (or pursuant to an equivalent clause relating to any Previous Fund) as a Member **PROVIDED THAT** any Ratio Period during the said period in which the Member was employed as a Part-Time Employee shall be divided by the Member's Part-Time Ratio for that Ratio Period.

"Years of Future Service" means in respect of a Member:

- (a) the period counted in years and fractions of a year between the date of death or the date the Member is declared to be Totally and Permanently Disabled and his/her Normal Retirement Date; or
- (b) in the case of a Part-Time Employee as at the date of death or the date the Member is declared to be Totally and Permanently Disabled the period counted in years and fractions of a year between the date of death or the date the Member is declared to be Totally and Permanently Disabled and his/her Normal Retirement Date divided by his/her Part-Time Ratio, where the Part-Time Ratio is calculated with respect to the period during which he/she was employed as a Part-Time Employee immediately prior to his/her Death or becoming Totally and Permanently Disabled;

"Years of Non-Contributory Membership" means in respect of a Member the difference (if any) between:

- (a) the total period, counted in years and fractions of a year, of the Member's Service while a Member of Part 6 (or Part 6 of the Former AGL Energy Sub-Division) (or of an equivalent part in any Previous Fund) **PROVIDED THAT** in the determination of the total period of the Member's Service, any Ratio Period in which the Member was

employed as a Part-Time Employee shall be divided by the Member's Part-Time Ratio for that Ratio Period; and

- (b) the Member's Years of Contributory Membership.

2 Contributions

2.1 Member Contributions

- (a) On becoming a Member, a Member may elect not to contribute to the Fund or may contribute at a rate of 5% of the Member's Salary.
- (b) A Member may, with effect from any 1 January falling next after notice of the Member's election has been given to the Trustee, or such other date determined by the Trustee with the consent of the Employer, in such form and within such time period as the Trustee may determine from time to time, elect to either commence contributing to the Fund at a rate of 5% of the Member's Salary or ceasing contributing to the Fund.
- (c) With the consent of the Trustee a Member who elected to contribute at 5% of Salary may elect to make Special Contributions to the Fund in any multiple of one per cent but not exceeding ten per cent of Salary or such other amount as determined by the Trustee from time to time.
- (d) A member may, from any 1 January or such other date as determined by the Trustee with the consent of the Employer in such form and within such time period as the Trustee may determine from time to time, elect to alter or terminate the rate of Special Contributions payable by the Member.
- (e) With consent of the Trustee a Member who elects to contribute at 10% of Salary or at such other amount as determined by the Trustee from time to time pursuant to clause 2.1(d) of this Part 6 may elect to make Additional Contributions to the Fund in any multiple of one per cent but not exceeding 10 per cent of Salary or such amount as determined by the Trustee from time to time.
- (f) The rate of Additional Contributions payable by a Member may be altered or terminated from any 1 January or such other date as determined by the Trustee with the consent of the Employer in such form and within such time period as the Trustee may determine from time to time.
- (g) No contribution shall be payable by a Member except where that contribution is permitted by the Relevant Law.

2.2 Member Contribution Account

The Trustee shall establish a Member Contribution Account in respect of each Member who elects to contribute to the Fund to which the following amounts shall be credited or debited, as appropriate:

- (a) contributions made or deemed to have been made by the Member pursuant to clause 2.1 of this Part 6 (or Part 6 of the Former AGL Energy Participation Agreement), Rule AA3.2 and clause 2.2 of the General Part of the Participation Schedule forming part of the Former AGL Energy Participation Agreement;
- (b) that proportion of the assets received by the Trustee pursuant to Rule A11.1(a) which was standing to the credit of the Member under such other arrangement (PROVIDED THAT if the transfer is from a superannuation fund conducted by, or contributed to by

an Employer, the Trustee shall only allocated that proportion of the amount transferred as is attributable to contributions made by the Member to such other fund);

- (c) the proportion of Fund expenses debited pursuant to Rules A10.11(e) or F2.2(c)(1);
- (d) amounts credited or debited pursuant to Rule A7.5; and
- (e) amounts credited pursuant to Rule A10.2.

3 Benefits

3.1 Death Benefit or Total and Permanent Disablement

If a Member leaves Service because of death or Total and Permanent Disablement a lump sum benefit will be payable for or with respect to the Member equal to the aggregate of:

- (a) the Member's Contribution Account
- (b) the Member's Compulsory Contribution Account, if any;
- (c) the sum of:
 - (1) 11.5% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is less than or equal to 10.5%, with part years expressed as a fraction of a year;
 - (2) 11.9% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 11% with part years expressed as a fraction of a year;
 - (3) 12.5% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 11.5%, with part years expressed as a fraction of a year;
 - (4) 13.0% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 12%, with part years expressed as a fraction of a year;
 - (5) 5.4% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Non-Contributory Membership from 1 July 1994 to 30 June 1995 with part years expressed as a fraction of a year;
 - (6) 6.5% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Non-Contributory Membership from 1 July 1995 to 30 June 1998 with part years expressed as a fraction of a year;
 - (7) 7.6% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of

- Non-Contributory Membership from 1 July 1998 to 30 June 2000 with part years expressed as a fraction of a year;
- (8) 8.7% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Non-Contributory Membership from 1 July 2000 to 30 June 2002 with part years expressed as a fraction of a year; and
 - (9) 9.8% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Non-Contributory Membership from 1 July 2002 to 30 June 2013 with part years expressed as a fraction of a year.
 - (10) 10.0% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 9.25%, with part years expressed as a fraction of a year
 - (11) 10.3% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 9.5%, with part years expressed as a fraction of a year;
 - (12) 10.8% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 10%, with part years expressed as a fraction of a year;
 - (13) 11.4% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 10.5%, with part years expressed as a fraction of a year;
 - (14) 11.9% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 11%, with part years expressed as a fraction of a year;
 - (15) 12.5% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 11.5%, with part years expressed as a fraction of a year.
 - (16) 13.0% of the Member's Final Average Salary at the date of death or Total and Permanent Disablement multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 12%, with part years expressed as a fraction of a year;
 - (17) an additional multiple of Final Average Salary determined as the product of the Member's Aggregated Revised Special Contribution Percentage and the

Member's Buy-Back Purchase Rate PROVIDED ALWAYS that the additional multiple determined under this paragraph will not be greater than the Member's Maximum Buy-Back Multiple;

- (d) either:
 - (1) if the Member was contributing to the Fund pursuant to clause 2.1 of this Part 6 or was deemed to contribute to the Fund pursuant to Rule AA3.2 or clause 2.2 of the General Part of the Participation Schedule forming part of the Former AGL Energy Participation Agreement at the date of death or Total and Permanent Disablement, 15% of the Member's Final Salary as at the date of death or Total and Permanent Disablement for each of his/her Years of Future Service; or
 - (2) if the Member was not contributing pursuant to clause 2.1 of this Part 6 or not deemed to be contributing to the Fund pursuant to Rule AA3.2 or clause 2.2 of the General Part of the Participation Schedule forming part of the Former AGL Energy Participation Agreement at the date of death or Total and Permanent Disablement, 5% of the Member's Final Salary as at the date of death or Total and Permanent Disablement for each of his/her Years of Future Service; and
- (e) earnings (whether positive or negative) calculated on the amounts determined pursuant to clauses 3.1(c) and 3.1(d) of this Part 6 at such rate and in such manner as the Trustee considers appropriate in the circumstances.

3.2 Leaving Service Benefit

If a Member leaves Service other than in circumstances which give rise to a Late Retirement benefit under clause 3.3 of this Part 6, and other than in circumstances which give rise to a Death or Total and Permanent Disablement benefit under clause 3.1 of this Part 6, the Member shall be entitled to a lump sum amount equal to the aggregate of:

- (a) the Member's Contribution Account;
- (b) the Member's Compulsory Contribution Account, if any,
- (c) the sum of:
 - (1) 11.5% of the Member's Final Average Salary multiplied by the Member's Years of Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is less than or equal to 10.5%, with part years expressed as a fraction of a year;
 - (2) 11.9% of the Member's Final Average Salary multiplied by the Member's Years of Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 11%, with part years expressed as a fraction of a year;
 - (3) 12.5% of the Member's Final Average Salary multiplied by the Member's Years of Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 11.5%, with part years expressed as a fraction of a year;

- (4) 13.0% of the Member's Final Average Salary multiplied by the Member's Years of Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 12%, with part years expressed as a fraction of a year;
- (5) 5.4% of the Member's Final Average Salary multiplied by the Member's Years of Non-Contributory Membership from 1 July 1994 to 30 June 1995, with part years expressed as a fraction of a year;
- (6) 6.5% of the Member's Final Average Salary multiplied by the Member's Years of Non-Contributory Membership from 1 July 1995 to 30 June 1998, with part years expressed as a fraction of a year;
- (7) 7.6% of the Member's Final Average Salary multiplied by the Member's Years of Non-Contributory Membership from 1 July 1998 to 30 June 2000 with part years expressed as fractions of a year;
- (8) 8.7% of Member's Final Average Salary multiplied by the Member's Years of Non-Contributory Membership from 1 July 2000 to 30 June 2002, with part years expressed as fractions of a year; and
- (9) 9.8% of the Member's Final Average Salary multiplied by the Member's Years of Non-Contributory Membership from 1 July 2002 to 30 June 2013 with part years expressed as fractions of a year;
- (10) 10.0% of the Member's Final Average Salary multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 9.25%, with part years expressed as a fraction of a year;
- (11) 10.3% of the Member's Final Average Salary multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 9.5%, with part years expressed as a fraction of a year;
- (12) 10.8% of the Member's Final Average Salary multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 10%, with part years expressed as a fraction of a year;
- (13) 11.4% of the Member's Final Average Salary multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 10.5%, with part years expressed as a fraction of a year;
- (14) 11.9% of the Member's Final Average Salary multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 11%, with part years expressed as a fraction of a year;

- (15) 12.5% of the Member's Final Average Salary multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 11.5%, with part years expressed as a fraction of a year;
- (16) 13.0% of the Member's Final Average Salary multiplied by the Member's Years of Non-Contributory Membership during the period when the charge percentage specified in Section 19(2) of the Superannuation Guarantee (Administration) Act 1992 is equal to 12%, with part years expressed as a fraction of a year;
- (17) for a Member whose name appears in the table set out in the Appendix to this Part 6 or any Member whose service in Part 6 (or in an equivalent part in a Previous Fund) commenced on or after 1 July 2003 and on or before the Simplification Date – an additional multiple of Final Average Salary determined as the product of the Member's Aggregated Revised Special Contribution Percentage and the Member's Buy-Back Purchase Rate PROVIDED ALWAYS that the additional multiple determined under this paragraph will not be greater than the Member's Maximum Buy-Back Multiple calculated in respect of their Service as a Member of Part 6 (or of an equivalent part in a Previous Fund).

where the amounts calculated pursuant to sub-clauses (1), (2), (3), (4), (5), (6), (7), (8), (9), (10), (11), (12), (13), (14), (15), (16) and (17) are reduced by 2% for each year (including complete months as fractions of a year) by which the Member's age on leaving Service is less than 60 years, up to a maximum of 25% PROVIDED THAT for a former Group or Gas Fund Transfer Member, no reduction shall apply.

- (d) Unless the Trustee determines otherwise in relation to a Member who leaves Service on or after 1 May 2016, earnings (whether positive or negative) on the amount calculated pursuant to clause 3.2(c) of this Part 6 at such rate and in such manner as the Trustee considers appropriate in the circumstances for the period between the date the Member leaves Service and the earlier of the date on which the benefit is transferred to another Division of the Fund where the Member is able to elect in which Investment Fund the Member's benefit is to be invested (pursuant to Rule A7.4), and the date of payment from the Fund.

3.3 Late Retirement

If a Member leaves Service after 65 years of age the Member shall be entitled to receive the greater of:

- (a) the benefit the Member would have received pursuant to clause 3.2 of this Part 6 on attaining the age of 65 years, adjusted from the date of attaining age 65 to the date of payment:
 - (1) in accordance with Rule A2.4; and
 - (2) for earnings (whether positive or negative) at such rate and in such manner as considered by the Trustee to be appropriate in the circumstances;
- (b) the benefit calculated pursuant to clause 3.2 of this Part 6.

4 Other matters that override or supplement the Rules in Division AA for this Employer

4.1 No Reversion

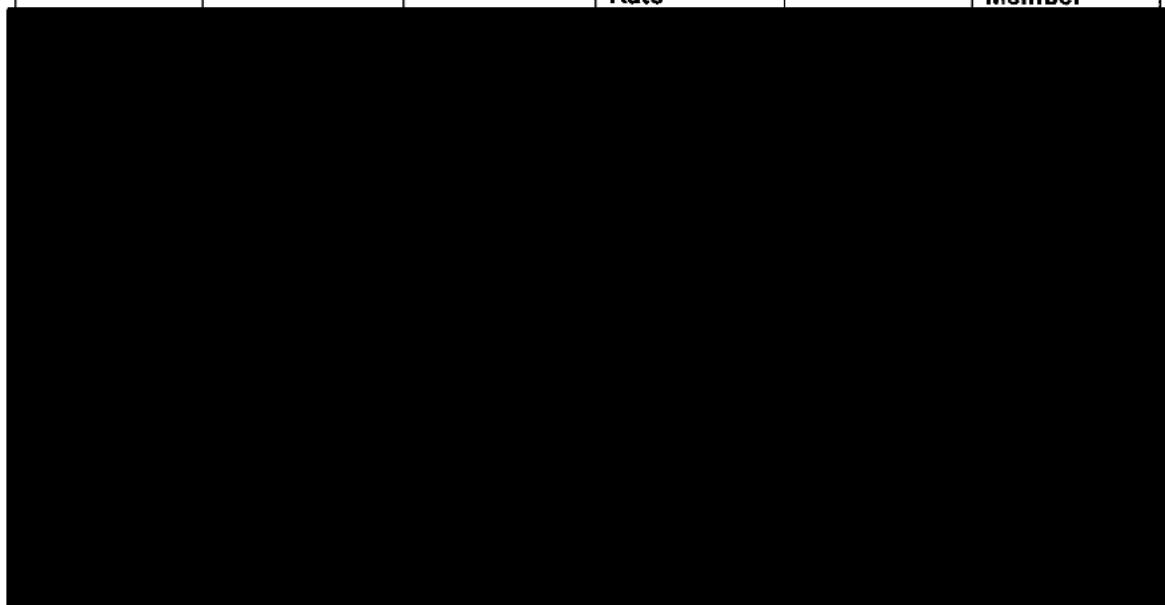
In no other circumstances shall any moneys forming part of this Part 6 revert to an Employer.

Appendix to Part 6

Division RC Members

The following are the Division RC Members, each of whom were, immediately prior to the Russell Commencement Date, Part C Members pursuant to the Employer Application entered between the Employer and the trustee of the Russell Trust:

Member number	Surname	First name	Part 6 Buy-Back Purchase Rate	Maximum Buy-Back Multiple	Group or Gas Fund Transfer Member
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Part 7

1 Preliminary

1.1 Application of Part

This Part applies to Category CA-UE Members.

1.2 Definitions

In this Part 7 and Appendix to Part 7, unless the contrary intention appears or the context requires otherwise:

"Accrued Benefit Multiple" means the multiple which is the sum of:

- (a) the product of 0.22 and the period of the Member's Membership Period falling before the 1987 Change Date;
- (b) the product of 0.21 and the period of the Member's Membership Period falling on or after the 1987 Change Date but before the 1993 Change Date;
- (c) the product of 0.18 and the period of the Member's Membership Period falling on or after the 1993 Change Date but before the 2000 Change Date; and
- (d) the product of 0.20 and the period of the Member's Membership Period falling on or after the 2000 Change Date,

provided that in the case of a Member who was at one time a Class G, H or J Member of the Former Gas Fund, the Member's Accrued Benefit Multiple shall be such multiple as may have been agreed to by the Former Gas Fund Trustee and the Corporation and advised to the Member prior to the Transfer Date pursuant to the Former Gas Fund Deed but, in any event, shall be a multiple sufficient to ensure that, where applicable, the Member's Benefit calculated under this Part 7 shall not be less than the Member's Former Gas Fund Deed Benefit.

"Accrued Death Benefit" means in relation to a Member at any particular date the product of the Member's Final Salary and the lesser of 8.4 and the Member's Accrued Death Benefit Multiple.

"Accrued Death Benefit Multiple" means in relation to a Member at any particular date the multiple which is the sum of:

- (a) the product of 0.22 and the period of the Member's Membership Period falling before the 1987 Change Date; and
- (b) the product of 0.21 and the period of the Member's Membership Period falling on or after the 1987 Change Date,

provided that in the case of Member who was at one time a Class G, H or J Member of the Former Gas Fund, the Member's Accrued Death Benefit Multiple shall be such multiple as may have been agreed to by the Former Gas Fund Trustee and the Corporation and advised to the Member prior to the Transfer Date pursuant to the Former Gas Fund Deed but, in any event, shall be a multiple sufficient to ensure that, where applicable, the Member's Benefit calculated under this Part 7 shall not be less than the Member's Former Gas Fund Deed Benefit.

"Accrued Retirement Benefit" means in relation to a Member at any particular date the product of the Member's Final Salary and the Member's Accrued Benefit Multiple.

"Adjusted Total Contributions" means in relation to a Member the sum of:

- (a) the total Contributions (excluding any additional voluntary Contributions made by the Member to the Former Gas Fund or contributions under Division D or Part 1 of the Former AGL Energy Sub-Division) which would have been made by the Member to the Fund and (where applicable) the Former Gas Fund if the Member's Salary had always been equal to the Member's Salary as at the date the Member ceased to be an Employee; and
- (b) in the case of a Former Transferred Member, such amount as was advised to the Trustee by the Former Gas Fund Trustee as at the Transfer Date having regard to the corresponding definition in the Former Gas Fund Deed,

provided that, in the case of a Member who was at one time a Class E Member of the Former Gas Fund, the Member's Adjusted Total Contributions shall be such amount as may have been agreed to by the Former Gas Fund Trustee and the Corporation and advised to the Member prior to the Transfer Date pursuant to the Former Gas Fund Deed but, in any event, shall be an amount sufficient to ensure that, where applicable, the Member's Benefit calculated under this Part 7 shall not be less than the Member's Former Gas Fund Deed Benefit.

"Alteration Date" means 29 June 1992.

"Colonial Gas Member" means a Member who immediately before 1 January 1974 was a contributor to the superannuation fund then known as the Colonial Gas Pension Fund and who agreed in writing to have his or her equity in the Colonial Gas Pension Fund transferred to the Former Gas Fund and who was thereby admitted to the Former Gas Fund.

"Corporation" means GASCOR, formerly known as the Gas and Fuel Corporation.

"Deferral Date" means in relation to a Member the earliest to occur of:

- (a) the death of the Member;
- (b) the date as at which the Trustee declares the Member to have become Disabled;
- (c) the Member's Early Retirement Date;
- (d) the date on which the Trustee is satisfied that the Member is about to leave Australia permanently; and
- (e) such earlier date, if any, as the Employer may determine for any particular purpose and subject to any particular conditions, including without limitation for the purpose of permitting or ensuring the payment of part of any Benefit earlier than would have otherwise been the case.

"Disablement" means inability (which is due to injury, disease or infirmity and which in the opinion of the Trustee will be permanent and continuous) of a Member to continue his or her service with the Employer in the capacity in which he or she was employed immediately prior thereto or in some capacity which in the opinion of the Trustee would be suitable and appropriate having regard to his or her station in life, his or her previous standing in the service of the Employer and the nature of his or her disability, and "Disabled" has a corresponding meaning.

"Early Retirement Date" means:

- (a) in the case of a Member other than a Member referred to in (b) below, the date ten (10) years prior to the Member's Normal Retirement Date; or
- (b) in the case of a female Member who last became or is deemed to have become a Class D Member of the Former Gas Fund prior to 1 October 1977, the date fifteen (15) years prior to the Member's Normal Retirement Date.

"Final Salary" means in relation to a Member at any particular date the annual rate of the Member's Salary as at that date provided that:

- (a) where, as provided in the corresponding definition in the Former Gas Fund Deed, the Former Gas Fund Trustee considered that exceptional circumstances had arisen in relation to the Salary of the Member and had agreed with the Corporation that the Member's Final Salary would be increased to an amount not exceeding the highest annual rate of the Member's Salary whilst the Member had been a member of the Former Gas Fund, the Member's Final Salary shall not be less than the amount so agreed; and
- (b) where the Trustee considers that exceptional circumstances have arisen in respect of the Salary of the Member since the Transfer Date, the Trustee may agree with the Employer that the Member's Final Salary shall be increased to an amount not exceeding the highest annual rate of the Member's Salary during the period since the Member last became a member of the Former Gas Fund.

"Former Class D Member" means a Former Gas Fund Member who immediately before the Transfer Date was a "Class D Member" in terms of the Former Gas Fund Deed.

"Former Gas Fund" means the Gas and Fuel Superannuation Fund.

"Former Gas Fund Deed" means the provisions of the trust deed governing the Former Gas Fund immediately before the Transfer Date.

"Former Gas Fund Deed Benefit" means in relation to a Pre-Alteration Member in any particular circumstance a notional amount determined in respect of the Member in accordance with the provisions of the trust deed governing the Former Gas Fund in force immediately prior to the Alteration Date ("Pre-Alteration Deed") as if the Pre-Alteration Deed had continued to apply to and in respect of the Member to the entire exclusion of the Rules and this Participation Schedule provided that such notional amount shall be determined having regard to sections 67 and 68 of the Public Sector Superannuation (Administration) Act 1993 (Vic) as though those sections had continued to apply to the Former Gas Fund and the Fund since they first commenced to apply to the Former Gas Fund.

"Former Gas Fund Member" means a person who:

- (a) immediately before the Transfer Date, was a member of the Former Gas Fund; and
- (b) on the Transfer Date was an Employee.

"Former Gas Fund Trustee" means the Trustee or Trustees from time to time of the Former Gas Fund prior to the Transfer Date.

"Former Transferred Member" means a Member who immediately before becoming a member of the Former Gas Fund was a participant in an Approved Benefit Arrangement and in respect of whom an amount was received into the Former Gas Fund from that Arrangement.

"Member" means a Member to whom this Part 7 applies.

"Membership Period" shall be expressed in years (including any fraction of a year) and means in relation to a Member the sum of:

- (a) the period which counted as the Member's "Membership Period" under the Former Gas Fund Deed immediately before the Transfer Date; and
- (b) the period since the Transfer Date during which the Member has been both a Member of the Fund and an Employee,

provided that:

- (c) in the case of a Member who was at one time a Class E Member of the Former Gas Fund, the Member's Membership Period shall in any event be a sufficient period to ensure that the Member's Benefit calculated under this Part 7 by reference to the Member's Membership Period shall not be less than the Member's Former Gas Fund Deed Benefit; and
- (d) a Member's Membership Period shall include:
 - (1) any additional Membership Period granted pursuant to the Rules, the Former AGL Energy Participation Agreement or this Participation Schedule;
 - (2) any period during which the Member's contributions to the Former Gas Fund or the Fund have been suspended or deferred but in respect of which such contributions (together with, in the case of a Post-Alteration Member, any contributions required to be paid under Clause 10.2(b) of the Former Gas Fund Deed, Clause 2.3(b) of this Part 7 or Rule CA2.3(b) are subsequently paid to the Fund by or in respect of the Member;
 - (3) if so agreed between the Employer and the Member, any period or part thereof during which a Member's Contributions are reduced or waived pursuant to Rule AA3.2 or Clause 2.2 of the General Part forming part of the Former AGL Energy Participation Agreement; and
 - (4) any period agreed to by the Trustee and the Employer which is to be granted to the Member in respect of which the Member is in the course of transfer from the employ of one employer to that of another employer;

but

- (e) a Member's Membership Period shall not include:
 - (1) any period provided for in respect of the Member under paragraph (d)(2) above but in respect of which the relevant amounts are not paid to the Fund by or in respect of the Member; or
 - (2) any further period excluded pursuant to the Rules, the Former AGL Energy Participation Agreement or this Participation Schedule.

"National Service" means service with the Defence or Armed Forces of the Commonwealth of Australia.

"1987 Change Date" means 1 September 1987.

"1993 Change Date" means 1 July 1993.

"Normal Retirement Date" means:

- (a) in the case of a Member other than a Member referred to in paragraph (b) below, the anniversary of the date on which the Member first became or was deemed to have first become a member of the Former Gas Fund next following the sixty-fifth (65th) anniversary of the Member's date of birth; or

- (b) in the case of a Colonial Gas Member, the 31 December in the year in which the Member attains or would have attained the age of sixty-five (65) years.

"Post-Alteration Member" means a Member who last became a member of the Former Gas Fund on or after the Alteration Date.

"Pre-Alteration Member" means a Member who last became a member of the Former Gas Fund before the Alteration Date.

"Retrenchment" means in relation to a Member termination of employment with the Employer where such termination was for one or more of the following reasons, namely:

- (a) that the Member's services or position are no longer necessary;
- (b) that the quantity of work has diminished and has rendered a reduction in the number of Employees necessary; or
- (c) the re-organisation or re-arrangement of staff for business policy reasons,

and was not a result of the Member's incompetence or misconduct or failure to achieve standards of performance or conduct satisfactory to the Employer in relation to the tasks allotted to the Member or otherwise, and "Retrenched" shall have a corresponding meaning.

"Salary" means, subject to Rule A1.10, in relation to a Member at any particular time whichever of the following is applicable to that Member:

- (a) the amount which counted as the Member's Salary under the Former Gas Fund Deed immediately before the Transfer Date; or
- (b) the amount advised to the Trustee by the Member's Employer after the Transfer Date as the Member's rate of remuneration for the purposes of determining Benefits and Contributions under the Rules, the Former AGL Energy Participation Agreement and this Participation Schedule including all payments attracting income tax other than overtime payments, travelling, meals, clothing or other such allowances, annual leave loading and directors' fees and excluding any amounts in respect of which the Employer pays or is required to pay fringe benefits Tax; or
- (c) in special circumstances determined by the Employer, such other amount or determined on such other basis as the Employer notifies to the Trustee; or
- (d) where the Member is placed in a category of membership, whether a separate category or a sub-category of an existing class, for which Salary is another amount or rate, that amount or rate,

provided that:

- (e) if the Member's remuneration is reduced and the Employer determines not to take the reduction into account and so informs the Trustee and if the Member agrees, a Member's Salary shall be deemed to be the rate of Salary applicable immediately prior to the reduction or the Member's actual rate of Salary at the relevant time, whichever is the greater;
- (f) where the Employer makes payments to any other superannuation arrangement in relation to the Member which are calculated by reference to any fixed sum or fraction of remuneration, the Member's Salary, unless the Employer determines otherwise, shall be the rate of Salary which would otherwise apply less that fixed sum or that fraction of remuneration, as the case requires;
- (g) where a Member is on Leave of Absence without remuneration or at a reduced rate of remuneration, the Member's Salary shall be the amount applicable immediately prior

to the commencement of that Leave of Absence including, in the case of Leave of Absence for the reason of National Service, any increases in Salary which are granted to the Member by the Employer during such National Service.

"Terminal Illness" means that:

- (a) a Terminal Medical Condition exists or has previously existed in relation to a Member; or
- (b) such other medical condition, as specified in a policy of insurance effected by the Trustee for the purposes of a terminal illness benefit, exists or has previously existed in relation to a Member.

"Terminal Medical Condition" has the same meaning as ascribed to that term in the Relevant Law.

"Transfer Date" means 1 July 1997.

"2000 Change Date" means 31 December 2000.

1.3 Special conditions

Any special limitations or restrictions which governed a Member's membership in the Former AGL Energy Sub-Division immediately before the AGL Energy Transfer Date also govern that Member's membership under this Part 7 except to the extent the Trustee, the Employer and the Member agree otherwise.

2 Contributions

2.1 Amount of compulsory Member Contributions

Each Member shall contribute to the Fund at the rate of five percentum (5%) of the Member's Salary from time to time.

2.2 Period of payment

Each Member shall, unless the Employer and the Trustee otherwise agree, make Contributions under Clause 2.1 of this Part 7 until the Member ceases to be an Employee.

2.3 Arrangements during Leave of Absence

(a) Contributions during Leave of Absence

Unless otherwise provided by the Rules or this Participation Schedule, a Member shall continue to make Contributions during Leave of Absence as if the Member was in active employment, and shall pay such Contributions to the Fund in the manner determined by the Trustee.

(b) Payment of additional Contributions

A Post-Alteration Member on Leave of Absence (not being due to sickness, injury or as a result of the complete or partial – but, in either case, temporary - closing down of the business of the Employer) shall, if the Employer and the Trustee agree, pay in addition to the other amounts payable by the Member additional Contributions at such rate as shall be determined by the Trustee, after obtaining the advice of the Actuary, not being greater than the Contributions payable by the Employer in respect of the Member during or in respect of that period of Leave of Absence.

(c) Deferment of amounts payable by Member

If a Member is on Leave of Absence without pay, the Trustee may permit the deferment of the Contributions and other amounts payable by the Member during the Member's Leave of Absence. Any Contributions or other amounts so deferred, together with interest at the Agreed Rate, shall on resumption of employment or pay be paid by the Member to the Fund in a lump sum or by instalment, as determined by the Trustee.

2.4 Adjustments for non-payment by Member

Without limiting Rule AA3.2 or Clause 2.2 of the General Part forming part of the Former AGL Energy Participation Agreement but notwithstanding anything expressed or implied to the contrary in Clause 3 of this Part 7, if the Contributions or other amounts payable by a Member to the Fund are not paid to the Fund as and when required under the Rules, the Former AGL Energy Participation Agreement or this Participation Schedule, the Trustee, after obtaining the advice of the Actuary, may adjust the Benefits for and in respect of the Member in such manner and to such extent as the Trustee considers appropriate. Without limiting the generality of the foregoing, the Trustee may effect such an adjustment by deducting from any Benefits which become payable to or in respect of a Member (by instalments or as a lump sum, as determined by the Trustee) any amounts payable by the Member which are unpaid, together with interest thereon at the Agreed Rate provided that no action shall be taken pursuant to this Clause in respect of a Pre-Alteration Member that results in an adjustment of that Member's Benefits to an amount less than that Member's Former Gas Fund Deed Benefits.

3 Benefits

3.1 Retirement or Retrenchment after Early Retirement Date

(a) Lump sum Benefit

If a Member ceases to be an Employee:

- (1) on or after the Normal Retirement Date; or
- (2) on or after the Early Retirement Date but before the Normal Retirement Date either:
 - (A) with the approval of the Employer (given for the purposes of this Clause 3.1(a)) and after giving the Employer at least 2 months prior written notice of intention to retire (or such lesser period, if any, of notice as the Employer may accept); or
 - (B) in circumstances which constitute Retrenchment,

and no Benefit is payable under Clause 3.2, Clause 3.3 or Clause 3.4 of this Part 7, there shall be payable to the Member (subject to Clause 3.1(b) of this Part 7) a lump sum Benefit of an amount equal to the Member's Accrued Retirement Benefit as at the date the Member ceases to be an Employee.

(b) Alternative Pension at Member's option

By written election given to the Trustee not more than thirty (30) days (or such longer period as the Trustee may allow) after the Member ceases to be an Employee, a Member who is entitled to receive a lump sum Benefit under Clause 3.1(a) of this Part 7 may elect to receive in lieu of that lump sum Benefit a Pension calculated and

payable in accordance with the Appendix to Part 7. If no effective election is made by the Member within the period prescribed or allowed, the said lump sum Benefit shall be payable.

3.2 Death while Employee

(a) Member Survived by Dependants

(1) Amount of Benefit

Subject to Clause 3.2(b) of this Part 7, if a Member dies while an Employee and is survived by a Dependant or Dependants, there shall be payable to the Member's surviving Dependant or Dependants a lump sum Benefit of an amount equal to:

- (A) if the Member dies on or after the date which is five (5) years before the Normal Retirement Date, the Accrued Death Benefit as at the date of death; or
- (B) if the Member dies more than five (5) years before the Normal Retirement Date, the Accrued Death Benefit which would have applied five (5) years before the Normal Retirement Date if the Member had continued in the employ of the Employer as a Member until five (5) years before the Normal Retirement Date with the same Salary as applied immediately before the Member's death,

provided that, in the case of a Member who last became a member of the Former Gas Fund (in any category or division of members) before the 1987 Change Date, the Benefit payable under this Clause 3.2(a)(1) shall not be less than the lump sum benefit which would have been payable in respect of the Member in the same circumstances under the applicable provisions of the Former Gas Fund Deed in force immediately before the 1987 Change Date,

provided further that if the Benefit payable under this Clause 3.2(a)(1) is less than the Benefit that would have been payable under Clauses 3.1(a) or 3.5 of this Part 7 ("Other Clauses") had the Member merely ceased to be an Employee at the date of death (whichever of the Other Clauses would have applied having regard to the Member's age at the date of death), then the Benefit calculated in accordance with the applicable Other Clause shall be payable as at the date of death.

(2) Discretion of surviving Spouse

If pursuant to Clause 3.2(a)(1) of this Part 7 there is payable to a Spouse of a deceased Member the whole or any part of the lump sum Benefit, the Spouse may, by written election given to the Trustee not more than 30 days (or such longer period as the Trustee may allow) after the Trustee has given to the Spouse a written notice that an amount is payable to the Spouse, elect that a Pension shall be paid in lieu of any such lump sum Benefit, in which event the amount of such Pension and the terms of its payments shall, subject to the Rules and this Participation Schedule, be determined by the Trustee after obtaining the advice of the Actuary provided that if no effective election is made by a Spouse within the period prescribed or allowed, a lump sum Benefit shall be paid.

(b) No surviving Dependents: Benefit for Member's legal personal representatives

If a Member dies while an Employee and:

- (1) within twelve (12) months (or such longer period as the Trustee may allow) after the Member's death no Dependant has been identified and located to the Trustee's satisfaction; or
- (2) all of the Dependents of the Member who have been identified and located to the Trustee's satisfaction die before the whole of the lump sum Benefit payable under Clause 3.2(a) of this Part 7 has been applied or dealt with as provided in Clause 3.2(a) of this Part 7, either:
 - (A) by payment thereof from the Fund as provided in Clause 3.2(a)(1) of this Part 7; or
 - (B) by way of an effective election or effective elections as provided in Clause 3.2(a)(2) of this Part 7,

no Benefit or further Benefit shall be payable in respect of the deceased Member under Clause 3.2(a)(1) of this Part 7 and no further election shall be available under Clause 3.2(a)(2) of this Part 7, but the Trustee shall pay to the legal personal representatives of the Member a lump sum Benefit equal to the excess (if any) of (x) over (y), where:

"(x)" is the sum of:

- (i) the Member's Adjusted Total Contributions; and
- (ii) an amount equal to three percentum (3%) of the Member's Final Salary multiplied by the number of years (and any fraction of a year) in the Member's Membership Period falling after the 1987 Change Date;

and

"(y)" is the portion (if any) of the lump sum Benefit payable under Clause 3.2(a) of this Part 7 which may have already been applied or dealt with as provided in that Clause;

provided that, if the Member is survived by a Dependant but that Dependant dies before the whole of a lump sum Benefit payable under Clause 3.2(a) of this Part 7 has been applied or dealt with in accordance with that Clause, then (subject to Clause 3.2(c) of this Part 7) the Trustee may pay or apply any portion of that lump sum Benefit which is not otherwise applied or dealt with in accordance with Clause 3.2(a) of this Part 7 to or for the benefit of such one or more of the surviving Dependents and legal personal representatives of the deceased Dependant in such proportions, in such manner and subject to such conditions as the Trustee may determine, and any amount paid from the Fund pursuant to this proviso shall also be taken into account in determining the amount provided for in paragraph (y) above.

(c) No legal personal representatives

If within twelve (12) months (or such longer period as the Trustee may allow) after the death of the Member:

- (1) no legal personal representative of the Member has been identified and located to the Trustee's satisfaction; and
- (2) the Trustee does not exercise the power vested in the Trustee under the proviso to Clause 3.2(b) of this Part 7,

the Benefit or any part thereof which would otherwise have been payable pursuant to Clause 3.2(b) of this Part 7 shall cease to be payable provided that the Trustee may (but shall not be bound to do so or to consider whether to do so) pay or apply all or part of any such forfeited Benefit to or for the benefit of a person who the Trustee considers would have been entitled thereto but for that forfeiture provided further that the provisions of this Clause 3.2(c) of this Part 7 shall not, in the case of a Pre-Alteration Member, result in the forfeiture of that Member's Former Gas Fund Deed Benefits.

(d) Application of retained moneys

Moneys which would have been payable but for the cessation or reduction of a Benefit under this Clause 3.2 shall be retained in the Fund for the general purposes thereof but, after such a cessation or reduction, the Trustee may (but shall not be bound to do so or to consider whether to do so) pay or apply to or for the benefit of a person all or part of an amount which the Trustee considers would have been payable to that person but for such cessation or reduction.

(e) Payment of lump sum Benefits

Any lump sum Benefit payable under this Clause 3.2 shall be payable in such manner and by such instalments (spread over a period of not more than five (5) years) as the Trustee shall determine.

3.3 Terminal Illness Benefit

- (a) In the event of a Member's Terminal Illness, the Trustee may at the request of the Member pay an amount not exceeding the lesser of:
 - (1) the amount that may be released under the Relevant Law; and
 - (2) the amount that the Member would have been entitled to receive under these Rules if the Member died on the date on which he or she was certified as having a Terminal Illness (provided that, if the Terminal Illness Benefit, or any component of it, is insured by the Trustee under a policy of insurance, the Trustee must reduce the amount payable to the Member in respect of that Benefit to the extent the insurer does not admit or pay all or part of the insured amount).
- (b) The Member must provide such evidence as the Trustee reasonably requires that proves that all of the conditions that must be satisfied under the Relevant Law for a Terminal Medical Condition to exist, have been satisfied.
- (c) Notwithstanding any other provision of these Rules, the Trustee must adjust any Benefit payable from the Fund to take account of any payment made under this Clause 3.3.

3.4 Disablement while Employee

(a) Lump sum Benefit

Subject to the following provisions of this Clause 3.4, if a Member ceases to be an Employee more than twelve (12) months before the Normal Retirement Date because of Disablement there shall be paid to him a lump sum Benefit equal to the lesser of 8.4 times the Member's Final Salary at the Date of Disablement, and:

- (1) if the Date of Disablement is on or after the date which is five (5) years before the Normal Retirement Date, the Member's Accrued Retirement Benefit as at the Date of Disablement; or

- (2) if the Date of Disablement is before the date which is five (5) years before the Normal Retirement Date, the amount calculated as the sum of:
- (A) a Member's Accrued Retirement Benefit calculated as at the Date of Disablement; and
 - (B) the product of 0.21 and the period (in years and fractions thereof) between the Date of Disablement and the date five (5) years prior to the Normal Retirement Date multiplied by the Member's Salary at the Date of Disablement,

provided that in the case of a Member who last became a member of the Former Gas Fund (in any category or division of membership before the 1987 Change Date, the Benefit payable under this Clause 3.4(a) of this Part 7 shall not be less than the lump sum Benefit which would have been payable in respect of the Member in the same circumstances under the provisions of the Former Gas Fund Deed in force immediately before the 1987 Change Date,

provided further that if the Benefit payable to a Member under this Clause 3.4(a) is less than the Benefit that would have been payable to the Member under Clauses 3.1(a) or 3.6 of this Part 7 ("Other Clauses") had the Member merely ceased to be an Employee at the Date of Disablement (whichever of the Other Clauses would have applied having regard to the Member's age at the Date of Disablement), then the Benefit calculated in accordance with the applicable Other Clause shall be payable to the Member as at the Date of Disablement.

(b) Alternative Pension at Member's option

Subject to Clauses 3.4(d) and 3.4(e) of this Part 7, by written election given to the Trustee not more than thirty (30) days (or such longer period as the Trustee may allow) after the Date of Disablement, a Member entitled to receive a lump sum Benefit under Clause 3.4(a) of this Part 7 may elect to receive in lieu of that lump sum Benefit a Pension calculated and payable as provided in the Appendix to Part 7. If no effective election is made by the Member within the prescribed period, then (subject to Clause 3.4(c) of this Part 7) a lump sum Benefit shall be payable.

(c) Alternative Pension at Trustee's option

Subject to Clauses 3.4(d) and 3.4(e) of this Part 7, the Trustee may determine that there shall be payable in respect of the Member in lieu of a lump sum Benefit under Clause 3.4(a) of this Part 7 a Pension calculated and payable as provided in the Appendix to Part 7 as if the Member had made an effective election under Clause 3.4(b) of this Part 7.

(d) Deferment and provision of information

(1) Trustee's discretion to defer

The Trustee may:

- (A) defer the final determination as to whether any Benefit has become due and payable to a Member under this Clause 3.4; or
- (B) defer the payment of all or part of a Benefit which has become due and payable to a Member under this Clause 3.4,

for up to twelve (12) months after the Member ceases to be an Employee.

(2) **Provision of information**

In any case, without limiting Rule A10.8, a Member's entitlement or continued entitlement to receive a Benefit under this Clause 3.4 shall be contingent upon there being provided to the Trustee such information and evidence as it shall require regarding the Member's Disablement or continued Disablement, and the Trustee may accordingly determine a Member's Date of Disablement.

(e) **Lump sum Benefit: Recovery or death during deferment period**

(1) **Recovery**

If:

- (A) a lump sum Benefit has become due and payable to a Member under this Clause 3.4 but the Trustee has deferred payment of all or part thereof as provided in Clause 3.4(d)(1)(B) of this Part 7; and
- (B) the Trustee, acting on information and evidence satisfactory to it, determines that the Member has recovered sufficiently during the deferment period to be able to earn income or to engage in employment or work for which the Member is reasonably qualified by education, training or experience,

the Trustee may reduce the lump sum Benefit by such amount as it considers appropriate but not below the Member's Accrued Retirement Benefit as at the date the Member ceased to be an Employee or, in the case of a Pre-Alteration Member, that Member's Former Gas Fund Deed Benefit.

(2) **Death**

If a Member to whom a lump sum Benefit has become due and payable under this Clause 3.4 dies during the deferment thereof but before any determination by the Trustee under Clause 3.4(e)(1)(B) of this Part 7, the whole of that lump sum Benefit (before any reduction therein) shall be paid or applied by the Trustee to or for the benefit of such one or more of:

- (A) the Member's Dependants;
- (B) the Member's legal personal representatives; and
- (C) if a surviving Dependant of the Member subsequently dies, the Dependants and legal personal representatives of the deceased Dependant,

to the exclusion of the other or others of them and in such form, manner and proportions and subject to such conditions as the Trustee shall determine provided that, if within twelve (12) months (or such longer period as the Trustee may allow) after the Member's death no person to or for whom the Trustee may pay or apply any amount as aforesaid has been identified and located to the Trustee's satisfaction, the Benefit otherwise payable shall cease to be payable and shall be forfeited to the Fund for the general purposes thereof provided further that after such a forfeiture the Trustee may (but shall not be bound to do so or to consider whether to do so) pay or apply all or part of a forfeited Benefit to or for the benefit of a person who the Trustee considers would have been entitled thereto but for that forfeiture provided further that the provisions of this Clause 3.4(e)(2) shall not result in the forfeiture of that Member's Former Gas Fund Deed Benefits.

(f) Pension Benefit : Termination or reduction on recovery

If a Pension has become due and payable to a Member under this Clause 3.4 but the Trustee, after consideration of information and evidence satisfactory to it, determines that the Member has recovered sufficiently to be able to earn income or to engage in employment or work for which the Member is reasonably qualified by education, training or experience, the Trustee may reduce or suspend that Pension to such extent and for such period as it considers appropriate or may permanently terminate all or part of that Pension provided that, if when the Member's Disablement Pension ceases to be payable (by reason of the Member's death, recovery or otherwise) the aggregate of the instalments of that Pension paid from the Fund and any lump sum paid on commutation of any part of that Pension (the "**Aggregate Amount**") is less than the Member's Accrued Retirement Benefit as at the date the Member ceased to be an Employee, there shall be payable to or in respect of the Member a lump sum Benefit of an amount equal to the excess of that Accrued Retirement Benefit over the Aggregate Amount provided further that:

- (1) if the Member is living, the said lump sum shall be paid to the Member; or
- (2) if the Member is no longer living, the said lump sum shall be paid or applied in accordance with Clause 3.4(e)(2) of this Part 7.

3.5 Retrenchment before Early Retirement Date

Subject to Clause 4 of this Part 7, if a Member ceases to be an Employee before the Early Retirement Date in circumstances which constitute Retrenchment and no Benefit is payable under Clause 3.4 of this Part 7, there shall be payable to the Member a lump sum Benefit equal to the Member's Accrued Retirement Benefit as at the date the Member ceases to be an Employee.

3.6 Other leaving service Benefits**(a) Leaving more than five (5) years before Early Retirement Date or thereafter without Employer approval**

Subject to Clause 4 of this Part 7, if a Member ceases to be an Employee either:

- (1) more than five (5) years before the Early Retirement Date; or
- (2) after the date which is five (5) years before the Early Retirement Date without the approval of the Employer,

in circumstances where no Benefit is payable under Clause 3.1, 3.2, 3.3, 3.4 or 3.5 of this Part 7, there shall be payable to the Member a lump sum Benefit of an amount equal to the sum of:

- (3) the Member's Adjusted Total Contributions in respect of the period since the date (hereinafter called the "Prior Date") which is five (5) years before the date the Member ceases to be an Employee; and
- (4) either:
 - (A) in the case of a Member who last became a Member of the Former AGL Energy Sub-Division or Division CA, or a "Class D Member" of the Former Gas Fund, on or before the Prior Date, the product of the Member's Accrued Benefit Multiple as at the Prior Date and the Member's Final Salary as at the date the Member ceases to be an Employee; or

- (B) in the case of a Member who on the Prior Date was:
 - (1) a member of the Former Gas Fund under any division of membership other than "Class D";
 - (2) a participant in an Approved Benefit Arrangement and in respect of whom an amount was subsequently received into the Former Gas Fund from that Arrangement; or
 - (3) a Member of the Fund under Part 5 of the Former AGL Energy Sub-Division or Division CB;

such amount as shall be agreed to by the Trustee and the Employer, after obtaining the advice of the Actuary, having regard to such matters as the Trustee considers appropriate; and

- (5) the product of:
 - (A) 3% of the Member's Final Salary; and
 - (B) the number of years (and any fraction of a year) in the Member's Membership Period falling after the Prior Date.

(b) Leaving within five (5) years before Early Retirement Date with Employer approval

Subject to Clause 4 of this Part 7, if a Member ceases to be an Employee with the approval of the Employer (given for the purposes of this Clause 3.6(b)) before but not more than five (5) years before the Early Retirement Date in circumstances where no Benefit is payable under Clause 3.2, 3.3, 3.4 or 3.5 of this Part 7, there shall be payable to the Member a lump sum Benefit calculated in the manner provided in Clause 3.6(a) of this Part 7 except that, for the purposes of such calculation, there shall be substituted for the period of five (5) years mentioned in Clause 3.6(a)(3) of this Part 7 the period in years (including any fraction of a year) from the date the Member cease to be an Employee to the date on which the Member would attain the Early Retirement Date, with the "Prior Date" being determined accordingly.

4 Preservation of benefits

4.1 Preservation of Preserved Portion until Deferral Date

If as at the date of ceasing to be an Employee in the circumstances provided for in Clause 3.5 or 3.6 of this Part 7 a Member:

- (a) has not attained the Early Retirement Date; and
 - (b) in the opinion of the Trustee, is not about to leave Australia permanently,
- then:
- (c) the Non-Preserved Portion (determined according to Clause 4.2 of this Part 7) of any Benefit otherwise payable under Clause 3.5 or 3.6 of this Part 7, as the case may be, shall be payable as at the date the Member ceases to be an Employee; and
 - (d) subject to Rule A10.8, there shall be payable in respect of the Member on the Deferral Date a lump sum Benefit equal to the Preserved Portion (determined according to Clause 4.2 of this Part 7) of the applicable Benefit together with interest thereon at the Agreed Rate in respect of the period between the date the Member ceases to be an Employee and the Deferral Date,

provided that, if the Preserved Portion of a Benefit is less than \$500 (or such greater amount as the Employer may determine from time to time), the whole of the Benefit shall be payable as at the date the Member ceases to be an Employee.

4.2 Preserved and Non-Preserved Portions

(a) Non-Preserved Portion

(1) Clause 3.5 of this Part 7

In the case of a Benefit payable under Clause 3.5 of this Part 7, the Non-Preserved Portion shall be an amount determined according to the following formula:

$$0.1925 \times MP \times FS \times D$$

Where:

"MP" is the Member's Membership Period subject, in the case of a Member other than a Colonial Gas Member, to a maximum of forty (40) years;

"FS" is the Member's Final Salary;

"NRD" is the Normal Retirement Date as defined in Clause 1.2 of this Part 7; and

"D" is the discount factor obtained from the following table according to the period between the date the Member ceases to be an Employee and the Member's Normal Retirement Date, interpolating between whole years for any fraction of a year:

Period between Cessation and NRD (years)	"D"
10 or less	1.00
11	0.98
12	0.96
13	0.94
14	0.92
15	0.90
16	0.88
17	0.86
18	0.84
19	0.82
20	0.80
21	0.78

22	0.76
23	0.74
24	0.72
25 or more	0.70

(2) **Clause 3.6 of this Part 7: Membership Period less than five (5) years**

In the case of a Benefit payable under Clause 3.6 of this Part 7 in respect of a Member whose Membership Period as at the date of ceasing to be an Employee is less than five (5) years, the Non-Preserved Portion shall be an amount equal to the Member's Adjusted Total Contributions.

(3) **Clause 3.6 of this Part 7: Membership Period equal to or more than five (5) years**

In the case of a Benefit payable under Clause 3.6 of this Part 7 in respect of a Member whose Membership Period as at the date of ceasing to be an Employee is equal to or greater than five (5) years, the Non-Preserved Portion shall be the lesser of the Benefit calculated in accordance with Clause 3.6 of this Part 7 and the amount calculated according to the following formula:

$$A + \left[\frac{PCM}{40} \times (OMR - A) \right]$$

Where:

"A" is the Member's Adjusted Total Contributions;

"PCM" is the total period (expressed in years and any fraction of a year) during which the Member contributed or was deemed to have contributed to the Fund as provided in the Rules, the Former AGL Energy Participation Agreement or this Participation Schedule and/or the Former Gas Fund Deed, subject to a maximum of forty (40) years; and

"OMR" is the amount calculated in respect of the Member in the manner provided in Clause 4.2(a)(i) of this Part 7.

(b) **Preserved Portion**

In the case of a Benefit payable under Clause 3.5 or 3.6 of this Part 7, the Preserved Portion of that Benefit shall be the balance remaining after deducting from the Benefit the Non-Preserved Portion thereof calculated in accordance with Clause 4.2(a) of this Part 7.

Appendix to Part 7

Category CA Members

Pension Benefits

1 Definitions

In this Appendix to Part 7, unless the contrary intention appears or the context requires otherwise:

“Child” has the meaning given in Division A of the Rules except where a Member elects to take a Benefit as a pension where **“Child”** in relation to a person means:

- (a) a child being the issue of that person, whether legitimate or illegitimate and including a child conceived but not yet born as at that date;
- (b) a step-child of that person;
- (c) a person accepted by the Trustee as having been adopted by the first mentioned person; and
- (d) a person who is or was at the particular date actually maintained by the first mentioned person as that person's child and whom the Trustee decides to recognise as a Child for the purposes of these Rules,

but does not include a child who has at the particular date been lawfully adopted by another person.

“Eligible Child” means in relation to a deceased Member:

- (a) a Child of the Member who is under the age of eighteen (18) years; and
- (b) a Child of the Member who has attained the age of eighteen (18) years but not the age of twenty-one (21) years and who, in the opinion of the Trustee, is a full-time student,

but, in the case of a Member who died after ceasing to be an Employee, does not include a person who, in the opinion of the Trustee, would not have been accepted as a Child of the Member if the Member had died on the date the Member ceased to be an Employee, provided that, in relation to a deceased Member who dies on or after 1 July 2007, if paragraph (b) applies, the Child must also either:

- (c) be financially dependent on the Member; or
- (d) have a disability of the kind described in Section 8(1) of the Disability Services Act 1986 (Cth).

“Spouse Pensioner” means in relation to a deceased Member a surviving Spouse who becomes entitled to receive a Pension as provided in Clause 3.1 or 3.2 of this Appendix to Part 7.

“Total Spouse Pension” means in relation to a deceased Member the aggregate annual amount of the Pension or Pensions payable to the Member's Spouse or Spouses, as the case may be, pursuant to Clause 3 of Part 7 (ignoring the cessation of or reduction in any such Pension by reason of death, marriage, commutation or otherwise) or, in the case of a deceased Member who is not actually survived by a Spouse, the annual amount of the Pension which would have been payable to the Spouse if the member had in fact been survived by a single Spouse.

2 Retirement or Disablement: Pension elected by Member

Where a Member elects a Pension as provided in Clause 3.1(b) or 3.4(b) of Part 7, the amount of the Pension shall be calculated on the basis agreed to by the Trustee and the Employer, after obtaining the advice of the Actuary, provided that, in the case of a Member who last became a member of the Former Gas Fund before the 1987 Change Date, the amount of any Pension so payable to the Member shall not be less than the Pension which would have been payable in the same circumstances under the provisions of the Former Gas Fund Deed in force immediately before the 1987 Change Date, as determined by the Trustee after obtaining the advice of the Actuary.

3 Spouse Pensions

3.1 Member dies while Employee: Spouse elects Pension

Subject to Clause 3.2(a)(2) of Part 7, where a Spouse elects a Pension as provided in that Clause, the amount of the Pension shall be calculated on the basis agreed to by the Trustee and the Employer, after obtaining the advice of the Actuary, provided that, in the case of a Member who last became a member of the Former Gas Fund before the 1987 Change Date, the amount of any such Pension (or the aggregate amount of such Pensions, if more than one) payable in respect of a Member shall not be less than the Pension which would have been payable under the provisions of the Former Gas Fund Deed in force immediately before the 1987 Change Date if the Member had died in the same circumstances and had been survived by a single Spouse Pensioner who elected to receive a Pension, as determined by the Trustee after obtaining the advice of the Actuary.

3.2 Member dies in receipt of Pension: Pension for Spouse

If a Member dies while in receipt of a Pension under Clause 3.1(b) or 3.4(b) of Part 7 and is survived by a Spouse, there shall be payable to the Spouse a Pension the annual amount of which shall be equal to two-thirds (2/3rds) of the annual rate of the Pension which was payable to the Member immediately before the Member's death provided that, if there is more than one Spouse, a Spouse shall be entitled to a Pension of such amount as the Trustee shall determine from time to time (with power to determine that the other or others of the Spouses shall not receive any Pension and power to vary any determination previously made), so long as the sum of the Pensions payable to the Member's Spouses at any particular time does not exceed the Pension which would have been payable as aforesaid had there only been one Spouse.

3.3 Period of Spouse's Pension

A pension payable to a Spouse shall cease to be payable on the death of the Spouse.

4 Children's Pensions

4.1 Children's Pensions where Spouse Pensioner

(a) Circumstances of payment

If a Member dies and is survived by a Spouse Pensioner, a Pension shall be paid or applied to or for the benefit of each Eligible Child of the Member until:

- (1) a Child ceases to be an Eligible Child; or

- (2) the death of the Spouse Pensioner, whichever first occurs.

(b) **Amount of Benefit**

The annual amount of the Pension in respect of each Eligible Child shall be equal to twenty percentum (20%) of the Total Spouse Pension provided that, where for the time being more than five (5) Eligible Children are entitled to receive Pensions, the annual amount of the Pension in respect of each Eligible Child shall be equal to the Total Spouse Pension divided by the number of Eligible Children.

4.2 Children's Pensions where no Spouse Pensioner

(a) **Circumstances of Payment**

Upon:

- (1) the death of a Member while entitled to receive a Pension who is not survived by a Spouse; or
- (2) in the case of a deceased Member who is survived by a Spouse Pensioner, the death of the Spouse Pensioner or, where there is more than one Spouse Pensioner, the death of all of them,

a Pension shall be paid or applied to or for the benefit of each Eligible Child of the Member until that Child ceases to be an Eligible Child.

(b) **Amount of Benefit**

The annual amount of the Pension in respect of each Eligible Child shall be equal to forty percentum (40%) of the Total Spouse Pension provided that, where for the time being more than five (5) Eligible Children are entitled to receive Pensions, the annual amount of the Pension in respect of each Eligible Child shall be equal to twice the amount of the Total Spouse Pension divided by the number of Eligible Children.

4.3 Payment of Children's Pensions

Where a Spouse of a deceased Member is receiving a Pension in the Spouse's own right and has legal custody of the Eligible Child, a Pension payable in respect of an Eligible Child shall be paid to that Spouse. In other cases, an Eligible Child's Pension shall be paid for the benefit of the Child to the guardian of the Child or to any other person or persons selected by the Trustee to see to the application of that Pension but the Trustee shall not be responsible for such an application.

5 Residual Benefit on cessation of Pensions

5.1 Minimum Benefit in respect of Member dying while Employee leaving Spouse Pensioner

If, when all Pensions payable in respect of a Member who died while an Employee and was survived by a Spouse Pensioner have been paid as provided in this Appendix to Part 7, the aggregate amount of all Pensions paid in respect of the Member ("**Aggregate Amount**") is less than the lump sum Benefit calculated in accordance with Clause 3.2(a)(1) of Part 7 ("**Minimum Amount**"), there shall be payable in accordance with Clause 5.3 of this Appendix to Part 7 a lump sum Benefit of an amount equal to the excess of the Minimum Amount over the Aggregate Amount.

5.2 Minimum Benefit in respect of Member who received a Pension

If when all Pensions payable to and in respect of a Member who on ceasing to be an Employee elected or was deemed to have elected to receive a Pension have been paid as provided in the Rules or this Participation Schedule, the aggregate amount of all Pensions and other Benefits (excluding any Benefit paid under Part 1 or Division D) paid from the Fund to and in respect of the Member ("**Aggregate Amount**") is less than the amount ("**Minimum Amount**") which is the sum of:

- (a) the Member's Adjusted Total Contributions; and
- (b) an amount equal to 3% of the Member's Final Salary multiplied by the number of years (and any fraction of a year) in the Member's Membership Period falling after the 1987 Change Date,

there shall be payable in accordance with Clause 5.3 of this Appendix to Part 7 a lump sum Benefit of an amount equal to the excess of the Minimum Amount over the Aggregate Amount.

5.3 Application of residual Benefit

If the Member is living, the lump sum Benefit calculated in accordance with Clause 5.2 of this Appendix to Part 7 shall be paid to the Member. If the Member is no longer living, the Benefit calculated under Clause 5.1 or 5.2 of this Appendix Part 7, as the case may be, shall be paid or applied by the Trustee in accordance with Clause 3.4(e)(2) of Part 7.

6 Indexation of Pensions

The Trustee may, after obtaining the advice of the Actuary, increase the Pension payable to a Pensioner by such amount and at such intervals as the Trustee determines.

