Participation Schedule

1 Status of Participation Schedule

(a) This Participation Schedule is subject to Division A.

(b) This Participation Schedule overrides the provisions of Division AA of the Rules to the extent of any conflict.

2 Status of Parts

2.1 Application of Parts

(a) This Participation Schedule is divided into five Parts: the General Part and Parts 1, 2, 3 and 4.

(b) The General Part applies to Category WB and WOTH.

(c) Part 1 applies to Category D Members.

(d) Part 2 applies to Category WB and WOTH Members.

(e) Part 3 applies to Category WB Members

(f) Part 4 applies to Category WOTH Members.

2.2 Overriding effect of General Part

If there is a conflict between a Clause of the General Part and a Clause of Part 2, 3 or 4, that Clause of the General Part prevails to the extent of the conflict (except where a Clause of Part 2, 3 or 4 provides that it overrides the General Part).

3 Commencement Date

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

4 Employer

For the purposes of the Participation Agreement, the Employer at the Commencement Date is City West Water Limited.

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:

"**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.

"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.

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 WB and WOTH Members.

1.2 Application of Division AA of the Rules

The provisions of Division AA of the Rules apply to Category WB and WOTH Members unless the contrary intention appears or context requires otherwise.

2 Members and Categories

2.1 Categories WB and WOTH

After the Commencement Date, no person shall be admitted as a Category WB or WOTH Member unless he or she was a Division WB or WC Member and is, immediately thereafter (with the Trustee and the Employer's consent), transferred to membership under this Participation Agreement in the Category corresponding to the relevant Division.

2.2 Transfers between Parts

(a) Subject to Rule AA5.7, the Trustee may:

(1) with the consent of the Member, transfer a Category WOTH Member from Part 4 to Part 3; or

(2) with the consent of the Member and the Employer, transfer a Category WB or WOTH Member from Parts 3 or 4 (as applicable) to Part 1; or

(3) with the consent of the Employer, transfer a Category WB or WOTH Member from Parts 3 or 4 (as applicable) to Division F,

on such terms and conditions as the Trustee determines.

(b) All transfers between Categories under paragraph (a) shall be subject to the conditions the Trustee considers appropriate or necessary in order to satisfy the Relevant Law, including without limitation, conditions necessary to satisfy requirements of the Relevant Law concerning the deferral or preservation of a Benefit.

(c) In the case of a re-categorisation resulting in a Member moving from one Part to another Part of the Participation Schedule, an amount determined by the Trustee and the Employer will be transferred in respect of each relevant Member from one Part to the other Part.

2.3 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:

(a) Category WB or WOTH; and

(b) either or both of Category D and Division E.

3 Special Conditions

There are no special conditions applying to Category WB or WOTH Members except that, in relation to those Members, Rule AA11(b) is replaced wholly with the following Clause:

> "If a Member who is an Employee attains age 65, that Member will cease to accrue benefits in the applicable Part and, from that date, future Employer contributions will be made to Part 1 at a rate determined in accordance with Rule D2.1 provided that if the Trustee, the Member and his or her Employer agree otherwise, the Member may continue as a Member of the applicable Part on such terms and conditions (including terms and conditions relating to Contributions and Benefits) as determined by the Trustee on the advice of the Actuary."

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

(a) The provisions of this Part 2 apply to Category WB and WOTH Members.

(b) Except where Parts 3 and 4 provide otherwise, this Part 2 prevails to the extent of any conflict between this Part 2 and those Parts but is subject to the provisions of Division A unless expressed to the contrary

(c) If there is a conflict between a Clause in the General Part and any Clause of this Part 2, that Clause in the General Part prevails to the extent of the conflict.

1.2 Interpretation

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

"**Act**" means the Melbourne and Metropolitan Board of Works Act 1958.

"**Annual Salary**" means at any particular date the annual rate of the Member's Salary as at that date.

"**Appointed Day**" means 31 May 1996.

"**Closure Date**" means 31 December 1993.

"**Category W Commencement Date**" means 1 September 1987.

"**Contributor**" means a person who joined the Water Fund before the Category W Commencement Date and includes a former employee of the Melbourne and Metropolitan Board of Works in receipt of a pension under the Former Regulations and any other person whom a Water Industry Employer declared to be a Contributor prior to 1 April 1999 for the purposes of the Water Fund Rules.

"**Corporation**" means the Melbourne Water Corporation.

"**Expense Allowance**" means an allowance payable to a Member which is designated as an expense allowance or an expense of office allowance or which is granted for expenses which are normally and properly incurred by a Member in carrying out the duties of his or her office.

"**Final Salary**" means the Member's Annual Salary at the date on which the Member ceases to be an Employee.

"**Former Fund**" means for purposes of this Part 2 any superannuation entity which was a Former Fund under the Water Fund Rules immediately prior to 1 April 1999 and does not include the Water Fund.

"**Former Regulations**" means the Melbourne and Metropolitan Board of Works Superannuation Scheme Regulations (S.R.270 of 1981).

"**Fund Membership**" means:

(a) in respect of a Former Water Fund Member, the period which constituted the Member's "Fund Membership" under the Water Fund Rules immediately prior to 1 April 1999, including -

(1) concerning an Employee who became a Contributor before 1 January 1983, the Employee's period of Service;

(2) concerning an Employee who became a Contributor on or after 1 January 1983, the most recent uninterrupted period during which the Employee has been a Contributor and an Employee; or

(3) concerning any other Former Water Fund Member, the most recent uninterrupted period of Service completed after the Category W Commencement Date as a member of the Water Fund; and

(b) in respect of any Member on and from 1 April 1999, the Member's most recent uninterrupted period of Service.

"**Gratuity Scheme**" means the Gratuity Scheme operated by the Corporation and in force before the Category W Commencement Date.

"**Member**" means a Member of Part 3 or 4, as applicable.

"**Partial Disablement**" means Disablement of a degree that, in the opinion of the Trustee, the Member has become unable through injury or illness or general failure of health (not amounting to Total and Permanent Disablement) to continue his or her normal occupation as an Employee and for whom the Employer considers there is no suitable alternative work available in its employment.

"**Previous Fund**" means:

(a) the Provident Fund; or

(b) the Gratuity Scheme.

"**Previous Fund Member**" means a Member who was admitted to the Water Fund on the Category W Commencement Date and who immediately before the Category W Commencement Date was a member of a Previous Fund.

"**Previous Fund Membership**" means concerning a Member who immediately before becoming a member of the Water Fund -

(a) was a member of the Provident Fund but has not been a member of the Gratuity Scheme, the most recent uninterrupted period during which the Member was a member of the Provident Fund completed immediately before the Member became a member of the Water Fund; or

(b) was a member of the Gratuity Scheme, the most recent uninterrupted period during which the Member was a member of the Gratuity Scheme completed immediately before the Member became a member of the Water Fund; or

(c) was a member of the Provident Fund but before becoming a member of the Provident Fund was a member of the Gratuity Scheme, the sum of -

(1) the most recent uninterrupted period during which the Member was a member of the Gratuity Scheme completed immediately before the Member last became a member of the Provident Fund; and

(2) the most recent uninterrupted period during which the Member was a member of the Provident Fund completed immediately before the Member became a member of the Water Fund -

except that, where any of these periods are concurrent with any periods of Fund Membership then any of the concurrent periods must be excluded for the purposes of determining a Member's period of Previous Fund Membership.

"**Prior Scheme**" means any scheme (except a Previous Fund) whereby the Corporation (under section 42(3) of the Act or any previous corresponding enactment) made provision for the payment of superannuation allowances or pensions.

"**Provident Fund**" means the Melbourne and Metropolitan Board of Works Provident Fund as constituted by the Melbourne and Metropolitan Board of Works Provident Fund Regulations (S.R. 463 of 1980).

"**Regulations**" means the Melbourne and Metropolitan Board of Works Employees' Superannuation Fund Regulations (S.R. 231 of 1987) as amended to the Appointed Day.

"**Salary**" means the actual salary of the Member from time to time determined by the Employer and notified to the Trustee and includes:

(a) allowances included to make up the all purpose rate of pay for the classification or class of work of the Member, such as industry or construction allowances, state incremental payments, service grants and fixed amounts included in the Member's salary to compensate for overtime and weekend duty worked as part of normal hours and/or availability; and

(b) for a Member classified by the Employer as a permanent shift worker, an allowance of 10 per cent of the rate of pay determined by the Employer for the classification or class of work carried out by that Member,

but must not include any Expense Allowance. If the Member's Salary is reduced at any time by the Employer, the Trustee and the Member may agree that the Member's Salary immediately before the reduction continues to be the Member's Salary for the purposes of these Rules during the period when the Member's actual Salary is less than the Salary immediately before the reduction.

"**Service**" means the most recent continuous service of a Member during which the Member is an Employee but if:

(a) a Member ceases to be an Employee in circumstances where the Employer believes the Member is likely to again become an Employee within a reasonable period; or

(b) takes Leave of Absence without pay,

the Trustee (with the consent of the Employer and the Member) may deem that Member's Service to have continued uninterrupted.

"**Short Term Employee**" means a Member whose Employer advises or advised the Trustee in writing is or was a Short Term Employee.

"**Temporarily Disabled**" means in respect of a Category WB or WOTH Member, absence from employment as an Employee through illness or injury, which in the opinion of the Trustee is sufficiently serious to render the Member unlikely for the time being to continue his or her normal occupation as an Employee.

"**Total and Permanent Disablement**" means in respect of a Category WB or WOTH Member, subject to these Rules, absence as an Employee through illness or injury, which is in the opinion of the Trustee sufficiently serious to render the Member unlikely ever to resume work in or attend to any gainful occupation for which the Member is reasonably suited by education, training or experience.

"**Transfer Date**" means 1 March 1988.

2 Former Water Fund Members

The Trustee will recognise the special arrangements between Water Industry Employers and Former Water Fund Members in place immediately prior to 1 April 1999 as advised to the Trustee by the trustee of the Water Fund.

3 Transfer to other funds

3.1 Transfer from Fund

If:

(a) an Employer has terminated all contributions to the Fund in accordance with Rule AA5 in respect of the Member; and

(b) the Member is a participant in an Approved Benefit Arrangement which is maintained by the Employer for some or all of its Employees, which is nominated by the Employer for this purpose and the governing rules of which permit the transfer; and

(c) the circumstances are such as, in the Trustee's opinion, to satisfy any applicable requirements of Relevant Law concerning transfers without Member consent,

then the Trustee must (without the Member's consent) pay or transfer to that Approved Benefit Arrangement an amount in respect of the Member determined by the Trustee on the advice of the Actuary. When advising the Trustee on the amount to be paid to the Approved Benefit Arrangement in respect of the Member, the Actuary must have regard to the relevant Employer's Benefit Account under Rule AA7.

3.2 Protection

Any transfer under Clause 3.1 above must not substantially prejudice the value of the Benefits secured for or in respect of any Member by contributions paid to the Water Fund, a Prior Scheme and a Previous Fund before 6 December 1994.

3.3 Transfer without Member consent

In addition to its obligation under Clause 3.1 above, the Trustee may pay all or part of a Benefit to an Approved Benefit Arrangement without the consent of the relevant Beneficiary if it is consistent with Relevant Law.

4 Death Benefit entitlement

Except where otherwise provided in this Participation Schedule, a Benefit payable under Parts 3 or 4 on the death of a Member must be paid in accordance with Rule A10.12.

Part 3

1 Preliminary

1.1 Application of this Part 3

(a) The provisions of this Part 3 apply to Category WB Members.

(b) The provisions of this Part 3 are subject to Division A, the General Part and Part 2.

(c) Unless inconsistent with the context or subject matter, this Part 3 will be read to the exclusion of Part 4.

1.2 Definitions

In this Part 3, 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) for the period of Fund Membership from the Category W Commencement Date to 30 June 1993, the multiple determined according to the following formula:

$$\frac{SM0 \times 8 + SM2.5 \times 14 + SM5 \times 20 + SM7.5 \times 26}{1200}$$

(b) for the period of Fund Membership after 1 July 1993, the multiple determined according to the following formula:

$$\frac{SM0 \times 7 + SM2.5 \times 12.25 + SM5 \times 17.5 + SM7.5 \times 22.75}{1200}$$

Where:

"**SM0**", "**SM2.5**", "**SM5**" and "**SM7.5**" mean periods calculated in months of the Member's Fund Membership during the periods as determined above during which the Member's rate of contribution to the Fund was respectively 0%, 2.5%, 5% or 7.5% of Salary;

(c) the Gratuity Scheme Multiple;

(d) the Past Fund Multiple;

(e) the Provident Fund Multiple; and

(f) the Special Additional Multiple.

"**Accrued Retirement Benefit**" means concerning a Member at any particular date, the product of the Member's Final Salary and the Accrued Benefit Multiple.

"**Changeover Date**" means concerning a Transferred Existing Member the date on which the Member's contributions and benefits commenced to be determined under Schedule B of the Water Fund Rules.

"**Combined Fund Membership**" means concerning a Member, the sum of -

(a) the period of the Member's Fund Membership; and

(b) the period of the Member's Previous Fund Membership.

"**Contribution Review Date**" means the date or dates in each 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 2.2 of this Part 3.

"**Existing Fund Accumulation**" means concerning a Transferred Existing Member, the sum of:

(a) the Member's "Existing Fund Accumulation" balance under the Water Fund Rules immediately prior to 1 April 1999;

(b) an amount equal to three times the Contributions made by the Member to the Fund on and after 1 April 1999 under:

(1) Rule WC2; and

(2) Clause 2 of Part 4,

except that a Member who, but for Rules WC2.2 or WC2.3 or Clauses 2.2 or 2.3 of Part 4 (as applicable), would have been liable to contribute to the Fund in excess of the maximum rate of Contribution specified in that Rule, will be deemed to have contributed to the Fund at the rate which the Member would have been liable to contribute had the maximum rate not applied; and

(c) compound interest on the amounts in paragraphs (a) and (b) above at the Net Earning Rate.

"**Gratuity Scheme Multiple**" means the multiple calculated by multiplying one twelfth (1/12) of 0.05 by the number of months in the Member's period of membership of the Gratuity Scheme which are included in the period of the Member's Previous Fund Membership.

"**Income Benefit**" means the Benefit payable under Clause 3.4 of this Part 3.

"**Maximum Fund Multiple at 30 June 1993**" means 8.4 or such higher multiple as the Trustee shall declare to be the Maximum Fund Multiple in relation to a particular Member or group of Members.

"**Member**" in this Part 3 means a Category WB Member.

"**Past Fund Multiple**" means concerning a Transferred Existing Member the multiple according to the following formula:

$$\left[\frac{LS_{60}}{FS} \times \frac{t}{n} \right] + AM$$

Where:

"**LS_{60}**" is the lump sum determined by the Trustee which the Member could have exchanged for the annual pension to which the Member would have been entitled under the Former Regulations had the Member retired at age 60 except that for the purposes of determining that pension, the period of Fund Membership which the Member would have completed at age 60 will be used;

"**FS**" is the Member's Final Salary;

"**t**" is the number of months in the period of Fund Membership completed up to the Changeover Date;

"**n**" is the number of months in the period of Fund Membership which the Member would have completed had the Member continued as a Member and an Employee up to the date of attaining age 60 years; and

"**AM**" is the lesser of 0.7 and the multiple determined according to the following formula:

$$\frac{0.02 \times t}{12}$$

Where

"**t**" has the meaning ascribed to it above.

"**Provident Fund Multiple**" means a multiple equal to the sum of -

(a) one-twelfth (1/12) of 0.11 multiplied by the number of months in the Member's period of Previous Fund Membership during which the Member's rate of contribution to the Provident Fund was 2.5% of wage; and

(b) one-twelfth (1/12) of 0.14 multiplied by the number of months in the Member's period of Previous Fund Membership during which the Member's rate of contribution to the Provident Fund was 5% of wage.

"**Special Additional Multiple**" means -

(a) concerning a Member who was a member of the Water Fund on the Category W Commencement Date, the multiple (if any) determined by the Trustee at that date as being the Member's Special Additional Multiple; and

(b) concerning any Member for whom a transfer is effected after the Category W Commencement Date under Rule A11, the multiple determined by the Trustee to take account of that transfer.

"**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.

"**Transferred Existing Member**" means a Member who was a Contributor and who under rule 3.7 of the Water Fund Rules elected not later than the Transfer Date to become a member to whom Schedule B of the Water Fund applied.

2 Member Contributions

2.1 Contribution Options

(1) Subject to this Clause 2.1 of this Part 3 and Rule AA3, each Member must contribute to the Fund a percentage of Salary at the date the Contribution is due, the percentage being:

(a) 0%, 2.5%, 5% or 7.5%, for a Transferred Existing Member; or

(b) 0%, 2.5% or 5% for a person who is not a Transferred Existing Member, or 7.5% where that person -

(1) immediately before the Category W Commencement Date was an Employee; and

(2) has an Accrued Benefit Multiple of less than one twelfth (1/12) of 0.20 for each month of Service up to 30 June 1993 plus one twelfth (1/12) of 0.175 for each month of Service after 30 June 1993,

whichever the Member selects.

(2) The contribution rate in effect for the Member under the Fund immediately prior to the Commencement Date will be deemed the Member's initial Contribution rate under this Clause 2.1.

2.2 Variation of Contribution rate

Subject to any conditions imposed by the Trustee, a Member may by written notice to the Trustee in a form determined by the Trustee elect to change his or her rate of Contribution by nominating another rate specified in Clause 2.1 of this Part 3.

2.3 Member does not Select an Option

In any case where a Member does not notify any change in the rate of Contribution as provided for under Clause 2.2 of this Part 3, the Trustee will deem the Member to have notified the Trustee that the Member's rate of Contribution is to continue unchanged.

3 Benefits

3.1 Retirement and Partial Disablement Benefits

If a Member ceases to be an Employee other than in circumstances provided in Clause 3.2, 3.3 or 3.5 of this Part 3:

(a) at any time on or after attaining age 55; or

(b) at any time before attaining age 55 on account of Partial Disablement,

there will be paid to the Member from the Fund a lump sum Benefit equal to the Member's Accrued Retirement Benefit as at the date the Member ceased to be an Employee.

3.2 Death Benefit

On the death of a Member in Service, the Trustee must pay in accordance with Clause 4 of Part 2, a lump sum Benefit equal to the greater of:

(a) the sum of:

(i) the Member's Accrued Retirement Benefit calculated based on the Regulations current as at 30 June 1993, at the date of death;

and

(ii) if the Member's death occurs before attaining age 60, an amount determined according to the following formula:

$$\frac{FS \times F \times PFM}{12}$$

Where:

"**FS**" is the Member's Final Salary;

"**F**" is 0.20 or, for a Member whose rate of Contribution immediately before the date of death was 7.5 per cent, 0.26; and

"**PFM**" is the number of months between the date of death of the Member and the date on which the Member would have attained age 60; and

(b) for a Previous Fund Member who was formerly a member of the Provident Fund, an amount determined according to the following formula:

$$FS \times DBM$$

Where:

"**FS**" is the Member's Final Salary; and

"**DBM**" is the multiple which would have been used to determine the Member's retirement benefit under the Provident Fund had the Member continued after the Category W Commencement Date as a member of the Provident Fund until attaining age 65, but calculated assuming the Member's rate of contribution in force on the day before the Category W Commencement Date would have continued unaltered,

provided that the lump sum Benefit under this Clause 3.2 must not exceed the product of the Maximum Fund Multiple at 30 June 1993 and the Member's Final Salary,

provided further that that if the Benefit payable under this Clause 3.2 is less than the Benefit that would have been payable under Clauses 3.1(a) or 3.6 of this Part 3 ("**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.

3.3 Total and Permanent Disablement Benefit

If a Member ceases to be an Employee on account of Total and Permanent Disablement, there will be paid to the Member from the Fund a lump sum Benefit equal to the greater of:

(a) the sum of:

(i) the Member's Accrued Retirement Benefit at the date the Member ceased to be an Employee; and

(ii) if the Member ceases to be an Employee before attaining age 60, an amount determined according to the following formula:

$$\frac{FS \times F \times PFM}{12}$$

Where:

"**FS**" is the Member's Final Salary;

"**F**" is 0.20 or, in the case of a Member whose rate of Contribution immediately prior to the date of ceasing to be an Employee was 7.5 per cent, 0.26; and

"**PFM**" is the number of months between the date the Member ceased to be an Employee and the date on which the Member would have attained the age of 60 years; and

(b) in the case of a former member of the Provident Fund, an amount determined according to the following formula:

FS × DBM

Where:

"**FS**" is the Member's Final Salary; and

"**DBM**" is the multiple which would have been used to determine the Member's retirement benefit under the Provident Fund had the Member continued after the Category W Commencement Date as a member of the Provident Fund until attaining age 65, but calculated assuming the Member's rate of contribution in force on the day prior to the Category W Commencement Date would have continued unaltered,

provided that the lump sum Benefit under this Clause 3.3 must not in any event exceed the product of the Maximum Fund Multiple at 30 June 1993 and the Member's Final Salary,

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) or 3.6 of this Part 3 ("**Other Clauses**") had the Member merely ceased to be an Employee at the date on which he or she suffered Total and Permanent Disablement (whichever of the Other Clauses would have applied having regard to the Member's age at that date), then the Benefit calculated in accordance with the applicable Other Clause shall be payable to the Member as at the date he or she suffered Total and Permanent Disablement.

3.4 Temporary Disablement Benefit

(1) If a Member becomes Temporarily Disabled while an Employee and before attaining age 60, an Income Benefit will be payable to the Member from the Fund under this Clause 3.4.

(2) The Income Benefit will be a monthly amount equal to one twelfth (1/12) of seventy per cent (70%) of the Member's Annual Salary from time to time and will commence from the date on which the Member's right to any sick leave entitlements has expired as notified by the Employer to the Trustee. The Trustee will reduce the Income Benefit by the monthly equivalent of any sum paid or payable to the Member under any provision for workers compensation, sick leave or similar payments as determined by the Trustee, but only for the purpose of ensuring that the aggregate of the Income Benefit and the payments does not exceed one twelfth (1/12) of the Member's Annual Salary from time to time.

(3) The Income Benefit will be paid by equal monthly instalments on the last day of each month or as soon as practicable after that date and where necessary, pro rata instalments will be paid.

(4) The Income Benefit will terminate on the first to occur of -

(a) the death of the Member;

(b) the date on which the Member ceases to be an Employee;

(c) the date on which the Trustee determines the Member has become Totally and Permanently Disabled; or

(d) the day immediately following the date on which the equivalent of 24 monthly instalments of the Income Benefit have been received by the Member.

(5) In addition to paragraph (4), if the Member -

(a) engages in paid employment with the Employer or any other organisation or person; or

(b) in the opinion of the Trustee, is or becomes able to engage in any paid employment -

the Trustee may reduce or suspend the Income Benefit to the extent and for the period the Trustee sees fit or may permanently discontinue it.

3.5 Retrenchment Benefit

If a Member ceases to be an Employee and the Employer certifies to the Trustee that the cessation is due to retrenchment there must be paid to the Member from the Fund a lump sum Benefit equal to the Member's Accrued Retirement Benefit as at the date the Member ceased to be an Employee.

3.6 Cessation of Employment for Other Reasons

(1) If a Member ceases to be an Employee in circumstances in which a Benefit is not payable under any other Clause of this Part 3, there will be paid to the Member from the Fund, subject to Clause 3.7 of this Part 3, a lump sum Benefit calculated under the applicable paragraph following.

(2) If the Member's period of Combined Fund Membership is less than 5 years, the sum of:

(a) the total of the contributions paid by the Member to the Water Fund or the Fund; and

(b) for a Transferred Existing Member an amount equal to the sum of:

(i) the total of the contributions paid by the Member to the Provident Fund accumulated with interest under the provisions of the Provident Fund up to the commencement of the Member's Fund Membership and then with compound interest at the rate of 5 per cent per annum calculated with quarterly rests up to the Category W Commencement Date; and

(ii) the total of the contributions paid by the Member to the Water Fund before the Category W Commencement Date accumulated with compound interest at the rate of 5 percent per annum calculated with quarterly rests up to the Category W Commencement Date; and

(c) for a Previous Fund Member, the total of the contributions paid by the Member to the Provident Fund during the period of Previous Fund

Membership accumulated with interest up to the Category W Commencement Date under the provisions of the Provident Fund; and

(d) compound interest at the Net Earning Rate for the period from the date of receipt into the Water Fund concerning contributions specified in paragraph (a) above and from the Category W Commencement Date concerning the amount specified in paragraph (b) or (c) above, up to in each case the date on which the Member ceases to be an Employee.

(3) If the Member's period of Combined Fund Membership is at least 5 years, but less than 20 years, the greater of -

(a) an amount determined according to the following formula:

$$FS \times (ABM5 + MCR5)$$

Where:

"**FS**" is the Member's Final Salary;

"**ABM5**" is the Member's Accrued Benefit Multiple as at the date 5 years before the date on which the Member ceased to be an Employee; and

"**MCR5**" is five times the average percentage rate of Contribution made by the Member in the period of 5 years before the date on which the Member ceased to be an Employee, the average being based on -

(i) the percentage rates of contributions made by the Member to the Water Fund or the Fund during the period of Fund Membership which is contained in the period of 5 years; and

(ii) the percentage rates of contributions made by the Member to the Provident Fund during the period of Previous Fund Membership which is contained in the period of 5 years,

except for a Transferred Existing Member then, for any period of Fund Membership before the Changeover Date for which percentage rates of contributions are required for the purposes of this definition, the percentage rate of Contribution of the Member effective on the day immediately before the Changeover Date will be used; and

(b) an amount calculated under Clause 3.6(2) of this Part 3.

(4) If the Member's period of Combined Fund Membership is at least 20 years, but less than 25 years, an amount determined according to the following formula:

$$EFB + (ARB - EFB) \times t/60$$

Where:

"**EFB**" is an amount calculated under paragraph (3);

"**t**" is the number of months by which the Member's period of Combined Fund Membership exceeds 240; and

"**ARB**" is the Member's Accrued Retirement Benefit at the date on which the Member ceased to be an Employee.

(5) If the Member has attained age 50 but the Member's period of Combined Fund Membership is less than 25 years, an amount determined according to the following formula:

$$NRB + (ARB - NRB) \times n/t$$

Where:

"**NRB**" is an amount calculated under whichever of paragraphs (2), (3) or (4) of this Clause 3.6 are applicable to the Member;

"**n**" is the number of months which the Member has completed as an Employee since attaining age 50;

"**t**" is the lesser of 60 and the number of months which the Member would have completed as an Employee on attaining age 55; and

"**ARB**" is the Member's Accrued Retirement Benefit at the date on which the Member ceased to be an Employee.

(6) If the Member's period of Combined Fund Membership is at least 25 years, an amount equal to the Member's Accrued Retirement Benefit as at the date on which the Member ceased to be an Employee.

3.7 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:

(i) the amount that may be released under the Relevant Law; and

(ii) the amount that the Member would have been entitled to receive under this Part 3 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 this Part 3, the Trustee must adjust any Benefit payable from the Fund to take account of any payment made under this Clause 3.7.

3.8 Minimum Benefits

Despite anything to the contrary in this Participation Schedule, but subject to Rule AA8:

(a) the Benefit payable to a Short Term Employee who ceases to be an Employee must not be less than the Accrued Retirement Benefit at the date the Member ceased to be an Employee;

(b) the Benefit payable to a Transferred Existing Member, who is retired by the Employer before attaining age 55 for any cause other than dismissal for misconduct, must not be less than the Existing Fund Accumulation; and

(c) the Benefit payable to a Previous Fund Member who was a member of the Provident Fund, and who is retired by the Employer before attaining age 55 for any cause other than dismissal for misconduct, shall not be less than the Accrued Retirement Benefit at the date the Member ceased to be an Employee.

Part 4

1 Preliminary

1.1 Application of this Part 4

(a) The provisions of this Part 4 apply to Category WOTH Members.

(b) The provisions of this Part 4 are subject to Division A, the General Part and Part 2.

(c) Unless inconsistent with the context or subject matter, this Part 4 will be read to the exclusion of Part 3.

1.2 Definitions

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

"**Accrued Benefit Multiple**" means concerning a Member at any particular date -

(a) If the date of calculation is on or before 1 July 1993, then the multiple which is the sum of:

(i) an amount determined according to the following formula:

$$\left[\frac{ULS_{55}}{FS} \times \frac{t}{n}\right] + \mathrm{AM}$$

Where:

"**ULS_{55}**" is the lump sum determined by the Trustee as that which the Member could have exchanged for the annual Pension which he or she would have been entitled under sub-regulation C1.5(b) of the Regulations current as at 1 July 1993 had the Member retired at age 55 except that, for the purposes of determining that Pension, the period of Fund Membership which the Member would have completed at age 55 will be used;

"**FS**" is the Member's Final Salary;

"**t**" is the number of months of Fund Membership completed at the date of calculation or the date of death;

"**n**" is the number of months of Fund Membership which the Member would have completed had the Member continued as a Member and an Employee up to the date of attaining age 55; and

"**AM**" is the lesser of 0.7 and the multiple determined according to the following formula:

$$\frac{0.02 \times t}{12}$$

Where

"**t**" has the meaning ascribed to it above; and

(ii) the Gratuity Scheme Multiple; and

(iii) the Provident Fund Multiple; and

(iv) the Special Additional Multiple.

(b) If date of calculation is after 1 July 1993, then the multiple which is the sum of:

(i) an amount determined according to the following formula:

$$ABM_{793} + [\frac{t_{793}}{n_{793}} \times (\frac{LS_{55}}{FS} - ABM_{793})] + AM$$

Where:

"**ABM_{793}**" is the Accrued Benefit Multiple calculated as at 1 July 1993 using the formula in paragraph (a)(i) above ignoring "AM" in the formula for this purpose;

"**LS_{55}**" is the lump sum determined by the Trustee as that which the Member could have exchanged for the annual Pension to which the Member would have been entitled under Clause 3.3(b) of this Part 4 had the Member retired at age 55 except that, for the purposes of determining that Pension, the period of Fund Membership which the Member would have completed at age 55 will be used;

"**FS**" is the Member's Final Salary;

"**t_{793}**" is the number of months of Fund Membership completed after 1 July 1993;

"**n_{793}**" is the number of months of Fund Membership after 1 July 1993 which the Member would have completed had the Member continued as a Member and an Employee up to the date of attaining age 55; and

"**AM**" is the lesser of 0.7 and the multiple determined according to the following formula:

$$\frac{0.02 \times t}{12}$$

Where:

"**t**" is the number of months of Fund Membership completed at the date of calculation or the date of death; and

(ii) the Gratuity Scheme Multiple; and

(iii) the Provident Fund Multiple; and

(iv) the Special Additional Multiple.

"**Accrued Retirement Benefit**" means at the date on which the Member ceased to be an Employee:

(a) concerning a Member who had attained age 55 but not age 60, the sum of -

(i) an amount equal to one twelfth (1/12) of two per cent (2%) of the Member's Final Salary for each month of Fund Membership, subject to a maximum of 0.7 times the Member's Final Salary; and

(ii) the amount which the Member could have received under Clause 3.10(1) of this Part 4 if at the date of determination the Member had commuted the Pension to which the Member was entitled under Clause 3.3(b) of this Part 4; or

(b) concerning a Member who has not attained age 55, the sum of -

(i) an amount equal to one twelfth (1/12) of two per cent (2%) of the Member's Final Salary for each month of Fund Membership, subject to a maximum of 0.7 times the Member's Final Salary; and

(ii) an amount determined according to the following formula:

$$\mathrm{LS55} \times \frac{t}{n}$$

Where:

"**LS55**" is the amount which would have been payable to the Member under Clause 3.10(1) of this Part 4 had the Member continued as a Member and an Employee up to the date of attaining age 55 and retired on that date and elected to commute the Pension to which the Member would have been entitled under Clause 3.3(b) of this Part 4;

"**t**" is the number of months in the period of the Member's Credited Fund Membership completed up to the date the Member ceased to be an Employee; and

"**n**" is the number of months in the period of Credited Fund Membership which the Member would have completed had the Member continued as a Member and an Employee up to the date of attaining age 55; or

(c) concerning a Member who has attained age 60, the Benefit payable under Clause 3.2(a) of this Part 4.

"**Age Election**" means concerning a Member, an election made under Clause 3.13 of this Part 4.

"**Appendix**" means the Appendix set forth at the end of this Part 4.

"**Combined Fund Membership**" has the meaning ascribed to it in Part 3.

"**Credited Fund Membership**" means the period of the Member's Fund Membership plus any additional period which an Employer with the approval of the Trustee may declare to be Fund Membership for the purposes of the whole or any particular part of this Participation Schedule.

"**Existing Fund Accumulation**" means concerning a Member the sum of:

(a) the Member's "Existing Fund Accumulation" balance under the Water Fund Rules immediately prior to 1 April 1999; and

(b) an amount equal to three times the Contributions made by the Member to the Fund on and after 1 April 1999 under Rule WC2 or Clause 2 of this Part 4 except that a Member who, but for Clauses 2.2 and 2.3 of this Part 4, would have been liable to contribute to the Fund in excess of the maximum rate of Contribution specified in that Clause 2 of this Part 4, will be deemed to have contributed to the Fund at the rate which the Member would have been liable to contribute had the maximum rate not applied; and

(c) compound interest on the amounts in paragraph (a) and (b) above at the Net Earning Rate.

"**Gratuity Scheme Multiple**" has the meaning ascribed to it in Part 3.

"**Income Benefit**" means the Benefit payable under Clause 3.7 of this Part 4.

"**Member**" in this Part 4 means a Category WOTH Member.

"**Normal Retirement Date**" means -

(a) for a Member who last joined the Water Fund on or after 1 January 1983, the date of attaining age 60;

(b) for a Member who joined the Water Fund or a Prior Scheme on or after 1 January 1973 but before 1 January 1983 and attaining age 45, the date of attaining age 60;

(c) for a Member who joined a Prior Scheme before 1 January 1973 and attaining age 45, the date of attaining age 60 or 65 as elected by the Member and communicated to the Corporation in writing not later than 31 March 1973;

(d) for a Member who comes within the meaning of paragraph (c) and who has made an Age Election, the date of attaining age 60.

"**Provident Fund Multiple**" has the meaning ascribed to it in Part 3.

"**Special Additional Multiple**" has the meaning ascribed to it in Part 3.

"**Table A**", "**Table B**", "**Table C**" and "**Table D**" means respectively the Tables set out in the Appendix.

"**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.

2 Member Contributions

2.1 Determination of Contributions

Subject to this Clause 2.1 and to Rule AA3, the rate of Contribution of each Member will be determined as follows:

(a) for a Member admitted to the Water Fund before 1 January 1983, the initial Contribution and any additional Contribution of the Member will be calculated under Table A provided that, where such Member attains the Normal Retirement Date, he or she must contribute to the Fund at one of the following percentages of his or her Salary (as chosen by the Member and notified to the Trustee): 0%, 2.5%, 5% or 7.5%; and

(b) for a Member who commenced contributing to the Water Fund before the commencement date of the Former Regulations, the initial Contribution will be an amount equal to the Member's contribution immediately before that date, and for a Member who commenced contributing to the Water Fund on or after that date but before 1 January 1983, the initial Contribution will be determined under Table A with regard to:

(i) the amount of the Pension to be secured to the Member at the Normal Retirement Date;

(ii) the Member's age;

(iii) the Member's sex;

(c) in respect of any increase in the Salary of a Member who commenced contributing to the Water Fund before 1 January 1983, there will be added to the contributions previously made by the Member any further amount as determined under Table A provided that, where such Member attains the Normal Retirement Date, he or she must contribute to the Fund at one of the following percentages of his or her Salary (as chosen by the Member and notified to the Trustee): 0%, 2.5%, 5% or 7.5%;

(d) in respect of a Member admitted to the Water Fund on or after 1 January 1983, the Contribution will be a percentage of the Salary of the Member, determined under Table D having regard to the age of the Member at his or her birthday on or prior to the date on which the Member was admitted to the Water Fund provided that, where such Member attains the Normal Retirement Date, he or she must contribute to the Fund at one of the following percentages of his or her Salary (as chosen by the Member and notified to the Trustee): 0%, 2.5%, 5% or 7.5%.

2.2 Maximum Member Contributions

Despite anything to the contrary in this Part 4, and without affecting any Benefit conferred upon a Member under this Participation Schedule, the maximum rate of Contribution payable by a Member is:

(a) 9 per cent of Salary where the Member has completed less than 30 years of Fund Membership; or

(b) 8 per cent of Salary where the Member has completed 30 or more years of Fund Membership.

2.3 Cessation of Contributions

The Contributions of a Member will cease:

(a) on the completion of 40 years of Fund Membership (provided that, on attaining the Normal Retirement Date, the Member must contribute in accordance with Clause 2.1 of this Part 4 irrespective of having completed 40 years of Fund Membership); or

(b) on attaining age 65,

whichever is the earlier.

3 Benefits

3.1 Retirement on the Normal Retirement Date

If a Member ceases to be an Employee on the Normal Retirement Date, there will be paid to the Member:

(a) a lump sum Benefit of an amount equal to one twelfth (1/12) of two per cent (2%) of the Member's Final Salary for each month of Fund Membership subject to a maximum of 0.7 times the Member's Final Salary; and

(b) by equal monthly instalments for five years certain and for the Member's subsequent lifetime, a Pension of an annual amount equal to:

(i) in the case of a Member who joined the Water Fund on or after 1 January 1983:

(A) one twelfth (1/12) of two and one third percent (2 1/3%) of the Member's Final Salary multiplied by the number of months of Credited Fund Membership up to 30 June 1993 (not exceeding 360 months); plus

(B) one twelfth (1/12) of two percent (2%) of the Member's Final Salary multiplied by the number of months of Credited Fund Membership after 30 June 1993 (not exceeding 360 months less the number of months of Credited Fund Membership up to 30 June 1993); or

(ii) in the case of a Member who joined the Water Fund prior to 1 January 1983, an amount equal to a percentage of the Member's Final Salary, the percentage being determined as the sum of:

(A) for Credited Fund Membership up to and including 180 months the sum of:

(I) one twelfth (1/12) of three and one half percent (3 1/2%) multiplied by the number of months of Credited Fund Membership up to 30 June 1993; plus

(II) one twelfth (1/12) of three percent (3%) multiplied by the number of months of Credited Fund Membership after 1 July 1993;

plus

(B) for Credited Fund Membership in excess of 180 months but not more than 360 months the sum of:

(I) one twelfth (1/12) of one and one sixth percent (1 1/6%) multiplied by the number of months of Credited Fund Membership in excess of 180 months of up to 30 June 1993; plus

(II) one twelfth (1/12) of one percent (1%) multiplied by the number of months of Credited Fund Membership in excess of 180 months after 30 June 1993,

(iii) reduced in the following manner for a Member who has made an Age Election:

(A) if the Age Election became operative before 1 April 1986, by one-quarter of the difference between -

(I) the annual amount of the Pension calculated in the manner provided in paragraph (ii); and

(II) the annual amount of the Pension which would have been payable on the date of attaining age 60 under Clause 3.3 of this Part 4 as if the Member's Normal Retirement Date had remained the date of attaining age 65 -

and for the purposes of determining the amount specified in paragraphs (i) and (ii), the Member's Annual Salary at the date the Member's Age Election became operative will be used in lieu of the Member's Final Salary at the date of retirement;

(B) if the Member's Age Election became or becomes operative on or after 1 April 1986, by any amount an Employer with the approval of the Trustee will determine but must not be less than the amount calculated in the manner provided in paragraph (A) hereof;

except if the Member became a member of a Prior Scheme before 1 July 1975 and had elected under the regulations then in force to contribute for less than a full Pension entitlement, then the annual amount of Pension will be reduced to a proportion of that amount, being that portion for which the Member had elected to contribute under those regulations.

3.2 Retirement after the Normal Retirement Date

(a) Subject to paragraph (b), if a Member ceases to be an Employee after the Normal Retirement Date, there will be paid to the Member a lump sum Benefit equal to the sum of -

(i) an amount equal to one twelfth (1/12) of two per cent (2%) of the Member's Final Salary for each month of Fund Membership prior to the Normal Retirement Date, subject to a maximum of 0.7 times the Member's Final Salary; and

(ii) an amount determined according to the following formula:

$$\frac{\text{LSNRD} \times \text{FS}}{\text{ASNRD}}$$

Where:

"LSNRD" is the amount which would have been payable to the Member on the Normal Retirement Date under Clause 3.11(1) of this Part 4 had the Member commuted the Pension to which the Member was entitled under Clause 3.1(b) of this Part 4;

"ASNRD" is the Member's Annual Salary at the Normal Retirement Date; and

"FS" is the Member's Final Salary; and

(iii) an amount equal to one twelfth (1/12) of 7%, 12.25%, 17.5% or 22.75% of Final Salary for each month of Fund Membership after the Member attains the Normal Retirement Date during which the Member's rate of contribution to the Fund was respectively 0%, 2.5%, 5% or 7.5% of Salary.

(b) A Member may elect to substitute an annual Pension for the lump sum specified in paragraph (a)(ii) above, of an amount to be determined by the Trustee acting on the advice of the Actuary or, where a Member ceases to be an Employee after attaining the Normal Retirement Date but prior to age 65, for the lump sum specified in paragraph (a) divided by 11.00, but must not be less than an amount determined according to the following formula:

$$\frac{\text{APNRD} \times \text{FS}}{\text{ASNRD}}$$

Where:

"APNRD" is the annual Pension which the Member would have received under Clause 3.1(b) of this Part 4 had the Member ceased to be an Employee on the Normal Retirement Date; and

"ASNRD" and "FS" will have the meanings ascribed to them in paragraph (a)(ii).

3.3 Retirement before the Normal Retirement Date

If a Member ceases to be an Employee before the Normal Retirement Date, other than in the circumstances provided in Clauses 3.4, 3.5 or 3.6 of this Part 4 at any time on or after attaining age 55, there will be paid to the Member (subject to paragraph (c)) -

(a) a lump sum Benefit of an amount equal to one twelfth (1/12) of two per cent (2%) of the Member's Final Salary for each month of Fund Membership, subject to a maximum of 0.7 times the Member's Final Salary; and

(b) by equal monthly instalments for five years certain and for the Member's subsequent lifetime a Pension of an annual amount equal to -

(A) for a Member whose Normal Retirement Date is the date of attaining age 65 and who is at least age 60, an amount calculated in the manner provided in Clause 3.1(b) of this Part 4 but taking into account only Credited Fund Membership completed at the date the Member ceases to be an Employee and reduced by 0.079365 per cent in respect of each complete month by which the Member's date of retirement precedes the date on which the Member would have attained age 65; or

(B) for a Member who -

(I) has attained age 55 but not age 60; and

(II) has not made an Age Election -

(AA) an amount determined according to the following formula:

$$\text{ASP} \times \frac{\text{T}}{\text{N}}$$

Where:

"**ASP**" is:

(aa) for a Member whose Normal Retirement Date is the date of attaining age 60, a Pension calculated in the manner provided in Clause 3.1 of this Part 4 had the Member continued as an Employee until the date of attaining age 60; or

(ab) for a Member whose Normal Retirement Date is the date of attaining age 65, a Pension calculated in the manner provided in paragraph (A) above had the Member continued as an Employee until the date of attaining age 60;

"**T**" is the number of months of Credited Fund Membership completed at the date of the Member's retirement; and

"**N**" is the number of months of Credited Fund Membership which the Member would have completed had the Member continued as an Employee until the date of attaining age 60;

Reduced by:

(AB) an amount determined in the manner following -

(aa) for a Member whose Normal Retirement Date is the date of attaining age 60, one twelfth (1/12) of five per cent (5%) of the amount specified in paragraph (AA) for each complete month by which the date of the Member's retirement precedes the Normal Retirement Date; or

(ab) for a Member whose Normal Retirement Date is the date of attaining age 65, one twelfth (1/12) of seven per cent (7%) of the amount specified in paragraph (AA) for each complete month by which the date of the Member's retirement precedes the date of attaining age 60 years -

however the annual amount of the Pension under this paragraph (b) will not be less than the annual amount of the Pension which the Actuary certifies has a commuted value equal to:

(i) for a Member whose Normal Retirement Date is the date of attaining age 60 and the date from which the Member's period of Credited Fund Membership is measured is before the date of attaining age 20, the Member's Final Salary at the date of retirement multiplied by a factor determined under the following formula:

$$\text{Mult} - \frac{.01\,(\text{AE} - 180)(720 - \text{AR})}{144} - \frac{14\,(720 - \text{AR})}{12}$$

Where:

"**AE**" is the Member's age at the day from which the Member's period of Credited Fund Membership is measured, calculated in months; and

"**AR**" is the Member's age at the date of retirement, calculated in months;

"**Mult**" means the lump sum determined by the Trustee as that which the Member could have exchanged for the annual Pension to which the Member would have been entitled under Clause 3.1(b) of this Part 4 had the Member retired at age 60 except that, for the purposes of determining that Pension, the period of Fund Membership which the Member would have completed at age 60 will be used, divided by the Member's Final Salary;

(ii) for a Member whose Normal Retirement Date is the date of attaining age 60 and the date from which the Member's period of Credited Fund Membership is measured is on or after the date of attaining age 20, one twelfth (1/12) of nineteen point twenty-five percent (19.25%) of the Member's Final Salary multiplied by the number of months of Credited Fund Membership up to 1 July 1993 plus one twelfth (1/12) of sixteen point five percent (16.5%) of the Member's Final Salary multiplied by the number of months of Credited Fund Membership after 1 July 1993;

(iii) for a Member whose Normal Retirement Date is the date of attaining age 65 -

(A) if the Member became an Employee before attaining age 20, 95.238 per cent of the amount calculated in the manner provided in paragraph (i) of this proviso; or

(B) if the Member became an Employee on or after attaining age 20, 95.238 per cent of the amount calculated in the manner provided in sub-paragraph (ii) above;

or

(C) for a Member who -

(I) has attained age 55 but not age 60; and

(II) has made an Age Election -

an amount calculated in the manner provided in paragraph (B) of this Clause 3.3 and, for this purpose, the Member will be deemed to have been a Member whose Normal Retirement Date has throughout the whole period of the Member's Credited Fund Membership been the date of attaining age 60;

Reduced by:

(AA) if the Member's Age Election became operative before 1 April 1986, one quarter of the difference between -

(aa) the annual amount of the Pension calculated in the manner provided in this paragraph (C); and

(ab) the annual amount of the Pension which would have been payable under paragraph (B) of this Clause 3.3

if the Normal Retirement Date had remained the date of attaining age 65:

and for the purposes of determining the amounts specified in paragraphs (aa) and (ab) the Member's Annual Salary at the date the Member's Age Election became operative will be used in lieu of the Member's Final Salary at the date of retirement; or

(AB) if the Member's Age Election became operative on or after 1 April 1986, by any amount the Employer and the Trustee will determine but not be less than the amount calculated in the manner provided in paragraph (AA).

(c) If a Member elects under Clause 3.11(1) of this Part 4 to commute the Pension payable under Clause 3.3(b) of this Part 4, then the sum of the lump sum payable under the commutation and the amount under Clause 3.3(a) of this Part 4 must not be less than the lump sum which would have been payable to the Member under Clause 3.9(5) or Clause 3.9(6) of this Part 4 (as applicable) had the Member ceased to be an Employee on attaining age 55.

3.4 Death Benefit

(1) On the death of a Member in Service, the Trustee must pay in accordance with Clause 4 of Part 2, a lump sum Benefit equal to:

(a) if the death of the Member occurs on or before the Normal Retirement Date the greater of:

(i) an amount equal to:

(A) if the Member's death occurs on the Normal Retirement Date, an amount calculated in the manner provided in sub-regulation C1.4(1) of the Regulations, assuming for the Pension specified in that sub-regulation that the Member had elected under sub-regulation C1.10(1) of the Regulations to commute that Pension to a lump sum and assuming that that Pension had been calculated under the Regulations current as at 1 July 1993; or

(B) if the Member's death occurs before the Normal Retirement Date, the Member's Accrued Retirement Benefit calculated based on the Regulations current as at 1 July 1993; and

(ii) four times the Member's Final Salary; or

(b) if the death of the Member occurs after the Normal Retirement Date, an amount equal to the lump sum Benefit which would have been payable pursuant to sub-regulation C1.4(2) of the Regulations if the Member had otherwise ceased to be an Employee under that sub-regulation on the date of death assuming that lump sum was calculated under the Regulations current as at 1 July 1993 provided that the lump sum amount must be no less than the amount that would have been payable in respect of the Member under Clause 3.2(a) of this Part 4 had he or she retired on the date of his or her death.

(2) However the lump sum Benefit will not be less than the greater of:

(a) the Member's Existing Fund Accumulation at the date of death; and

(b) an amount equal to:

(i) for a Member whose death occurs before attaining age 55, an amount calculated under the Clause 3.9 of this Part 4;

or

(ii) for a Member whose death occurs on or after attaining age 55, an amount calculated under Clause 3.9(5) or 3.9(6) of this Part 4 (as applicable) had the Member ceased to be an Employee on attaining age 55.

3.5 Total and Permanent Disablement Benefit

If a Member ceases to be an Employee on account of Total and Permanent Disablement, there will be paid to the Member from the Fund a lump sum Benefit equal to -

(a) If the Member ceases to be an Employee on or prior to the Normal Retirement Date the greater of:

(i) an amount equal to:

(A) if the Member ceases to be an Employee on the Normal Retirement Date, an amount calculated in the manner provided in Clause 3.1 of this Part 4 assuming in the case of the Pension specified under that Clause that the Member had elected under Clause 3.11(1) of this Part 4 to commute that Pension to a lump sum; or

(B) if the Member ceases to be an Employee prior to the Normal Retirement Date, the Member's Accrued Retirement Benefit;

or

(ii) four times the Member's Final Salary.

(b) If the Member ceases to be an Employee after the Normal Retirement Date, an amount equal to the lump sum Benefit which would have been payable under Clause 3.2 of this Part 4 if the Member had otherwise ceased to be an Employee under that Rule on the date the Member ceased to be an Employee. However, the lump sum Benefit must not be less than the greater of -

(i) the Member's Existing Fund Accumulation at the date the Member ceased to be an Employee; or

(ii) an amount equal to:

(A) for a Member who ceases to be an Employee prior to attaining age 55, an amount calculated under Clause 3.9 of this Part 4; or

(B) for a Member who ceases to be an Employee on or after attaining age 55, an amount calculated under Clause 3.9(5) or 3.9(6) of this Part 4 (as applicable) had the Member ceased to be an Employee on attaining age 55; or

(C) the amount that would have been payable to the Member under Clause 3.2(a) of this Part 4 had he or she retired on the date of his or her Total and Permanent Disablement.

3.6 Partial Disablement Benefit

If a Member ceases to be an Employee on account of Partial Disablement there will be paid to the Member from the Fund a lump sum Benefit equal to the Member's Accrued Retirement Benefit. However the lump sum Benefit will not be less than:

(a) for a Member who ceases to be an Employee before attaining age 55, an amount calculated under Clause 3.9 of this Part 4; or

(b) for a Member who ceases to be an Employee on or after attaining age 55 but before the Normal Retirement Date, an amount calculated under Clause 3.9(5) or 3.9(6) of this Part 4 (as applicable) had the Member ceased to be an Employee on attaining age 55; or

(c) for a Member who ceases to be an Employee on or after attaining the Normal Retirement Date, an amount calculated in accordance with Clause 3.2(a) of this Part 4.

3.7 Temporary Disablement Benefit

(1) If a Member becomes Temporarily Disabled while an Employee and before attaining age 60, an Income Benefit will be payable to the Member from the Fund under this Clause 3.7.

(2) The Income Benefit will be a monthly amount equal to one twelfth (1/12) of seventy percent (70%) of the Member's Annual Salary from time to time and will commence from the date the Employer notifies the Trustee as the date on which the Member's right to any sick leave entitlements has expired. The Trustee will reduce the Income Benefit by the monthly equivalent of any sum paid or payable to the Member under any provision for workers compensation, sick leave or similar payments as determined by the Trustee, but only for the purpose of ensuring that the aggregate of the Income Benefit and the payment does not exceed one twelfth (1/12) of the Member's Annual Salary from time to time.

(3) The Income Benefit will terminate on the earliest of -

(a) the death of the Member;

(b) the date on which the Member ceases to be an Employee;

(c) the date on which the Member becomes Totally and Permanently Disabled; or

(d) the day immediately following the date on which the equivalent of 24 monthly instalments of the Income Benefit have been received by the Member.

(4) In addition to paragraph (3), if the Member -

(a) engages in paid employment with the Employer or any other organisation or person; or

(b) in the opinion of the Trustee, is or becomes able to engage in any paid employment,

the Trustee may reduce or suspend the Income Benefit to the extent and for the period the Trustee sees fit or may permanently discontinue the Income Benefit.

3.8 Retrenchment Benefit

If a Member ceases to be an Employee and the Employer certifies to the Trustee that the cessation is due to retrenchment, there shall be paid to the Member from the Fund a lump sum Benefit equal to the Member's Accrued Retirement Benefit. However the lump sum Benefit must not be less than:

(a) for a Member who ceases to be an Employee before attaining age 55, an amount determined under Clause 3.9 of this Part 4; or

(b) for a Member who ceases to be an Employee on or after attaining age 55 but before the Normal Retirement Date, an amount calculated under Clause 3.9(5) or 3.9(6) of this Part 4 (as applicable) had the Member ceased to be an Employee on attaining age 55; or

(c) for a Member who ceases to be an Employee on or after attaining the Normal Retirement Date, an amount calculated in accordance with Clause 3.2(a) of this Part 4.

3.9 Cessation of employment for other reasons

(1) If a Member ceases to be an Employee in circumstances in which a Benefit is not payable under any other Clause of this Part 4, there will be paid to the Member from the Fund, subject to paragraph (7), a lump sum Benefit calculated under whichever of the following paragraphs apply.

(2) If the Member's period of Combined Fund Membership is less than 10 years, the sum of:

(a) the total of the contributions paid by the Member to the Water Fund and to the Fund on and after the Category W Commencement Date; and

(b) an amount equal to:

(i) the total of the contributions paid by the Member to the Provident Fund during the period of Previous Fund Membership accumulated with interest under the provisions of the Provident Fund up to the commencement of the Member's Fund Membership and then with compound interest at the rate of five percent (5%) per annum calculated with quarterly rests up to the Category W Commencement Date; plus

(ii) the total of the contributions paid by the Member to the Water Fund prior to the Category W Commencement Date accumulated with compound interest at the rate of five percent (5%) per annum calculated with quarterly rests up to the Category W Commencement Date; and

(c) compound interest at the Net Earning Rate for the period from, the date of receipt into the Water Fund or the Fund concerning contributions specified in paragraph (a) and from the Category W Commencement Date concerning the amount specified in paragraph (b), up to the date the Member ceases to be an Employee.

(3) If the Member's period of Combined Fund Membership is at least 10 years, but less than 20 years, the greater of:

(a) an amount determined according to the following formula:

$$FS \times (ABM10 + MCR10)$$

Where:

"**FS**" is the Member's Final Salary;

"**ABM10**" is the Member's Accrued Benefit Multiple as at the date 10 years before the date on which the Member ceased to be an Employee; and

"**MCR10**" is ten times the average percentage rate of Contribution made by the Member in the period of 10 years before the date on which the Member ceased to be an Employee, the average being based on -

(i) the percentage rates of contributions made by the Member to the Water Fund and to the Fund during the period of Fund Membership which is contained in the period of 10 years; and

(ii) the percentage rates of contributions made by the Member to the Provident Fund during the period of Previous Fund Membership which is contained in the period of 10 years,

however for the period of Fund Membership for which percentage rates of Contributions are required for the purposes of this definition, the percentage rate of Contribution of the Member effective on the day immediately before the date the Member ceased to be an Employee will be used; and

(b) an amount calculated under paragraph (2).

(4) If the Member's period of Combined Fund Membership is at least 20 years, but less than 30 years, an amount determined according to the following formula:

$$EFB + \frac{t}{120}(ABM \times FS - EFB)$$

Where:

"**EFB**" is an amount calculated under paragraph (3);

"**t**" is the number of months by which the Member's period of Combined Fund Membership exceeds 240;

"**ABM**" is the Member's Accrued Benefit Multiple at the date the Member ceased to be an Employee; and

"**FS**" is the Member's Final Salary.

(5) If the Member has attained age 50 but the Member's period of Combined Fund Membership is less than 30 years, an amount determined according to the following formula:

$$NRB + (ABM \times FS - NRB) \times \frac{n}{t}$$

Where:

"**NRB**" is an amount calculated under paragraphs (2), (3) or (4) (as applicable) to the Member;

"**n**" is the number of months which the Member has completed as an Employee since attaining age 50;

"**t**" is the lesser of 60 and the number of months which the Member would complete as an Employee on attaining age 55;

"**ABM**" is the Member's Accrued Benefit Multiple at the date on which the Member ceased to be an Employee; and

"**FS**" is the Member's Final Salary.

(6) If the Member's Combined Fund Membership is at least 30 years, an amount equal to the product of the Member's Final Salary and the Member's Accrued Benefit Multiple at the date on which the Member ceased to be an Employee.

(7) Despite anything to the contrary in this Clause 3.9, the lump sum Benefit payable to a Member who is retired by the Employer before the Normal Retirement Date for any cause other than dismissal for misconduct and is not entitled to a Benefit under any other provision of Part 4 will be subject to a minimum amount equal to the Member's Existing Fund Accumulation determined as at the date the Member ceased to be an Employee.

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:

(i) the amount that may be released under the Relevant Law; and

(ii) the amount that the Member would have been entitled to receive under this Part 4 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 this Part 4, the Trustee must adjust any Benefit payable from the Fund to take account of any payment made under this Clause 3.10.

3.11 Commutation and Variation of Pensions

(1) The Trustee, at the written request of a Beneficiary receiving or entitled to receive a Pension under this Participation Schedule (other than an Income Benefit under Clause 3.7 of this Part 4), may in its absolute discretion commute the whole of that Pension to a lump sum Benefit and the Trustee will pay the lump sum Benefit to that person in lieu of and in full satisfaction of that commuted Pension. The amount of any lump sum Benefit payable under this paragraph (1) will be determined by the Trustee on the advice of the Actuary.

(2) Subject to any conditions the Trustee determines, a Member may at the time of ceasing to be an Employee elect to substitute for any Pension to which the Member is entitled under these Rules:

(a) a Pension payable to the Member by equal monthly instalments for ten years certain and for the Member's subsequent lifetime; or

(b) a Pension payable to the Member during the joint lifetime of the Member and the Member's Spouse and to the survivor of them during the lifetime of the survivor.

Any substituted Pension will be of an amount as certified by the Actuary to be the equivalent in value of the Pension which but for this paragraph (2) would otherwise have been payable to the Member.

(3) Despite anything to the contrary in this Clause 3.11:

(a) the payment of any Pension or annuity; and

(b) the commutation of any Pension payable -

must comply with Relevant Law and the Trustee may take any action it sees fit to ensure compliance including without limitation adjusting the amount or terms of payment of Benefits in any manner, to any extent and by way of any arrangements the Trustee considers appropriate and any decision by the Trustee for the purposes of this Clause 3.11 will be final and binding on all interested persons.

(4) If a Member or Beneficiary is entitled to receive a Pension under this Clause 3.11, that Member or Beneficiary may irrevocably waive (in a form provided by the Trustee) before the commencement of that Pension:

(i) any right of commutation that that Member or Beneficiary might have under this Clause; and

(ii) any other right of commutation that might exist under this Participation Schedule in order to ensure that the Pension will meet the standards for a complying pension under the Relevant Law.

(5) Despite any other provision of this Part 4, no Pension that commences payment on or after 20 September 2007 under this Part 4 shall be commuted in respect of any Member or Beneficiary without payment first being made to the Member or Beneficiary of the minimum amount required to be paid to ensure that the Pension meets the standards of the Relevant Law.

3.12 Terms and Conditions for Payment of Pensions

(1) All Pensions payable under this Part 4 (including an Income Benefit under Clause 3.7 of this Part 4) will be paid by equal monthly instalments on the last day of each month or as soon as practicable after that date and where necessary, pro rata instalments will be paid.

(2) Upon the death of a Beneficiary during a period described in Clauses 3.1, 3.2, 3.3 or 3.11 of this Part 4 as a period certain, the monthly instalments of Pension for the balance of that period will be paid in any manner the Trustee determines to the Dependants of the Beneficiary or to the legal personal representatives of the Beneficiary in accordance with Clause 4 of Part 2.

(3) Despite anything to the contrary in these Rules, if the Trustee is of the opinion that by reason of a Beneficiary's illness or infirmity, it is desirable that the Pension which is payable to the Beneficiary should be applied in whole or in part in payment of hospital, medical or like expenses or for the maintenance of the Beneficiary or of any Dependant of the Beneficiary, the Trustee may in its absolute discretion so apply the Pension or part of it and any application will be deemed to be payment to the Beneficiary of the Pension or the part of it so applied.

3.13 Age Election

A Member whose Normal Retirement Date is the date of attaining age 65 may at any time, by notice in writing to the Trustee, elect that his or her Normal Retirement Date will be the date of attaining age 60 and any election will be irrevocable and will become operative from the date it is received.

3.14 Continuation of Pensions and Deferred Benefits

(a) Despite anything to the contrary in this Participation Schedule, the terms and conditions governing any Pension paid or payable to, or any deferred benefit of, any person under the Former Regulations, will continue unaltered and will not be varied by the provisions in this Part 4.

(b) Paragraph (a) does not preclude a Member, with the approval of the Employer, electing to transfer an actuarially determined amount to another Part upon terms and conditions determined by the Trustee and to have the Member's Benefits under this Part 4 replaced with Benefits determined in accordance with the provisions of that other Part.

3.15 Minimum Benefits

Despite anything to the contrary in this Participation Schedule, but subject to Rule AA8, the Benefit payable to a Short Term Employee who ceases to be an Employee must not be less than the lump sum Benefit to which he or she would be entitled under Clause 3.9 of this Part 4 at the date the Member ceased to be an Employee plus half the difference between that Benefit and the lump sum Benefit to which he or she would be entitled under Clause 3.8 of this Part 4 at the date the Member ceased to be an Employee.

APPENDIX TO PART 4

TABLE A

Fortnightly Contributions from Member for Pension of $100 per annum commencing on the date of attaining age 60.

Age Next Birthday	Contributions		Age Next Birthday	Contributions	
	Males	Females		Males	Females
16	0.05	0.03	40	0.40	0.35
17	0.05	0.04	41	0.43	0.38
18	0.06	0.05	42	0.47	0.41
19	0.06	0.05	43	0.51	0.45
20	0.07	0.06	44	0.56	0.50
21	0.08	0.06	45	0.61	0.56
22	0.09	0.07	46	0.67	0.63
23	0.10	0.08	47	0.74	0.71
24	0.11	0.09	48	0.83	0.81
25	0.12	0.10	49	0.93	0.92
26	0.13	0.11	50	1.04	1.04
27	0.14	0.12			
28	0.15	0.13	Exact Age		
29	0.17	0.14	50	1.10	1.10
30	0.18	0.15	51	1.25	1.25
31	0.20	0.17	52	1.46	1.46
32	0.21	0.18	53	1.70	1.73
33	0.23	0.19	54	2.03	2.09
34	0.25	0.21	55	2.51	2.63
35	0.27	0.23	56	3.20	3.44
36	0.29	0.25	57	4.37	4.82
37	0.31	0.27	58	6.71	7.58
38	0.34	0.29	59	13.73	15.62
39	0.37	0.32	60	14.06	16.10

NOTE: For ages over 50, Contributions are based on the rates shown, but allowing for age in years and months (to the next higher month).

TABLE C

Pension Percentages for Member

Years of Credited Fund Membership	Pension Percentage	Years of Credited Fund Membership	Pension Percentage
1	3.5	16	53.667
2	7.0	17	54.833
3	10.5	18	56.0
4	14.0	19	57.167
5	17.5	20	58.333
6	21.0	21	59.5
7	24.5	22	60.667
8	28.0	23	61.883
9	31.5	24	63.0
10	35.0	25	64.167
11	38.5	26	65.333
12	42.0	27	66.5
13	45.5	28	67.667
14	49.0	29	68.833
15	52.5	30 or more	70.000

NOTE: For the purposes of this Table C, the period of Credited Fund Membership will be calculated in years and months and where the period of Credited Fund Membership is not an exact number of years, the Pension Percentage will be obtained from the Table by linear interpolation.

TABLE D

Contribution rates for Members who joined the Water Fund on or after 1 January 1983 will be as follows:

Age at Birthday coinciding with or immediately preceding date of joining Water Fund	Contribution Rate Percent	Age at Birthday coinciding with or immediately preceding date of joining Water Fund	Contribution Rate Percent
19	4.00	41	7.10
20	4.20	42	7.20
21	4.40	43	7.30
22	4.60	44	7.40
23	4.80	45	7.50
24	5.00	46	7.60
25	5.25	47	7.70
26	5.50	48	7.80
27	5.75	49	7.90
28	6.00	50	8.00
29	6.25	51	8.10
30	6.50	52	8.20
31	6.50	53	8.30
32	6.60	54	8.40
33	6.60	55	8.50
34	6.70	56	8.60
35	6.70	57	8.70
36	6.80	58	8.80
37	6.80	59	8.90
38	6.90		
39	6.90		
40	7.00		

NOTE: The application of this Table D is subject to the Member's contribution rate not exceeding the maximum rates specified in Clause 2.2 of this Part 4.