Participation Schedule

1 Status of Participation Schedule

(a) This Participation Schedule is subject to Division A except where a Clause of Part 5 or 6 provides or requires otherwise.

(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 seven Parts: the General Part and Parts 1, 2, 3, 4, 5 and 6.

(b) The General Part applies to Category WB, WOTH, WLAS, WREV and WNEW Members.

(c) Part 1 applies to Category D Members.

(d) Part 2 applies to Category WB, WOTH, WLAS, WREV and WNEW Members.

(e) Part 3 applies to Category WB Members

(f) Part 4 applies to Category WOTH Members.

(g) Part 5 applies to Category WLAS Members.

(h) Part 6 applies to Category WREV and WNEW 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, 4, 5 or 6, that Clause of the General Part prevails to the extent of the conflict (except where a Clause of Part 2, 3, 4, 5 or 6 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 South East 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.

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

"**Part 6**" means Part 6 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, WOTH, WLAS, WREV and WNEW Members.

1.2 Application of Division AA of the Rules

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

2 Members and Categories

2.1 Categories WB, WOTH, WLAS, WREV and WNEW

After the Commencement Date, no person shall be admitted as a Category WB, WOTH, WLAS, WREV or WNEW Member unless he or she was a Division WB, WC or WD 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, WOTH, WLAS, WREV or WNEW Member from Parts 3, 4, 5 or 6 (as applicable) to Part 1; or

(3) with the consent of the Member and the Employer, transfer a Category WLAS, WREV or WNEW Member from Parts 5 or 6 (as applicable) to Part 3; or

(4) with the consent of the Employer, transfer a Category WB, WOTH, WLAS, WREV or WNEW Member from Parts 3, 4, 5 or 6 (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, WOTH, WLAS, WREV or WNEW; and

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

3 Special Conditions

There are no special conditions applying to Category WB, WOTH, WLAS, WREV or WNEW 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, WOTH, WLAS, WREV and WNEW Members.

(b) Except where Parts 3, 4, 5 or 6 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.

"**LASA**" means the *Local Authorities Superannuation Act* 1988, as in force immediately before its repeal on 1 July 1998.

"**LASF**" means the Local Authorities Superannuation Fund established under the LASA.

"**Member**" means a Member of Part 3, 4, 5 or 6, 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).

"**PSSA**" means the *Public Sector (Superannuation) Act* 1993 (as in force before its repeal).

"**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.

"**SSA**" means the *State Superannuation Act* 1988.

"**SSF**" means the State Superannuation Fund established under the SSA.

"**Temporarily Disabled**" means in respect of a Category WB, WOTH, WLAS, WREV or WNEW 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, WOTH, WLAS, WREV or WNEW 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.

"**VSB**" means the Victorian Superannuation Board established under the PSSA.

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, 4, 5 or 6 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 and, where applicable, to Parts 5 and 6.

(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:

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

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

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

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:

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

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.

"**Short Term Employee**" means any Employee appointed under Sections 12, 21 and 33 of the Melbourne Water Corporation Act or any other Employee whose Employer advises the Trustee in writing that he or she is a Short Term Employee, and whose appointment is for a fixed period not exceeding 5 years.

"**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 to a Member under this Clause 3.2 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 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.

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:

$$FS \times DBM$$

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 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 3.8 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:

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

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 and, where applicable, to Parts 5 and 6.

(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:

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

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, 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:

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

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.

"**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 the Water Fund or a Prior Scheme on or after 1 January 1973 but before 1 January 1983 and on or after the date of attaining age 45, the date of attaining age 65;

(d) 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;

(e) for a Member who joined a Prior Scheme before 1 January 1973 but on or after the date of attaining age 45, the date of attaining age 65;

(f) for a Member who comes within the meaning of paragraphs (c), (d) or (e) 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:

  (i) Table A, where the Normal Retirement Date of the Member is the date of attaining age 60; and

  (ii) Table B where the Normal Retirement Date of the Member is the date of attaining age 65;

(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 or Table B (as applicable) 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 and whose Normal Retirement Date on that date was the date of attaining age 60, there will be added to the contributions previously made by the Member any further amount as determined under Table A;

(d) in respect of any increase in the Salary of a Member who commenced contributing to the Water Fund before 1 January 1983 and whose Normal Retirement Date on that date was the date of attaining age 65 and who subsequently made or makes an Age Election, there will be added:

(i) if any increase in the Salary occurs between 1 January 1983 and the date on which the Age Election became operative, to the contribution previously made by the Member prior to that increase, a further amount as determined under Table A; and

(ii) if any increase in Salary occurs after the date on which the Age Election became operative, to the contributions previously made by the Member before that increase, a further amount as determined under Table B;

(e) in respect of any increase in the Salary of a Member who commenced contributing to the Water Fund before 1 January 1983 and whose Normal Retirement Date is the date of attaining age 65, there will be added to the contribution previously made by the Member any further amount as determined under Table B; and

(f) 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.

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; or

(b) on the Normal Retirement Date,

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, 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.

(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, 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:

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

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.

(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.

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, 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.

3.7 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, 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.

3.9 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:

$$\text{FS} \times (\text{ABM10} + \text{MCR10})$$

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:

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

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:

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

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.

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 B

Fortnightly Contributions from Member for Pension of $100 per annum payable by monthly instalments for five years certain and subsequent lifetime and commencing on the date of attaining 65.

(Contributions are shown in dollars and cents)

Completed Years of Credited Fund Membership at attaining age 65

Age next Birthday	Males 15 and less than 20	Males 20 and less than 25	Males 25 and less than 30	Males 30 and over	Females
16				0.04	0.02
17				0.04	0.03
18				0.05	0.03
19				0.05	0.03
20				0.05	0.04
21				0.06	0.04
22				0.07	0.05
23				0.07	0.05
24				0.08	0.06
25				0.08	0.06
26				0.09	0.07
27				0.10	0.07
28				0.11	0.08
29				0.11	0.09
30				0.12	0.09
31				0.13	0.10
32				0.14	0.11
33				0.15	0.12
34				0.16	0.13
35				0.17	0.14
36			0.20	0.19	0.15
37			0.21	0.20	0.16
38			0.23	0.22	0.18
39			0.24	0.23	0.19
40			0.26	0.25	0.21
41		0.29	0.28	0.27	0.22

Age next Birthday	Males 15 and less than 20	Males 20 and less than 25	Males 25 and less than 30	Males 30 and over	Females
42		0.31	0.30	0.29	0.24
43		0.33	0.32	0.31	0.26
44		0.36	0.35	0.34	0.29
45		0.39	0.38	0.37	0.31
46	0.43	0.42	0.41	0.40	0.34
47	0.47	0.45	0.44	0.43	0.37
48	0.51	0.49	0.48	0.47	0.41
49	0.56	0.54	0.52	0.51	0.45
50	0.61	0.59	0.57	0.56	0.50
51	0.67	0.65	0.63	0.62	0.55
52	0.73	0.71	0.69	0.68	0.61
53	0.81	0.79	0.77	0.76	0.69
54	0.90	0.87	0.85	0.84	0.78
55	1.01	0.98	0.96	0.95	0.89
Exact Age					
55	1.06	1.03	1.01	1.00	0.95
56	1.21	1.18	1.15	1.14	1.09
57	1.38	1.35	1.32	1.31	1.28
58	1.61	1.57	1.54	1.53	1.52
59	1.91	1.87	1.84	1.83	1.85
60	2.33	2.29	2.26	2.24	2.32
61	2.95	2.91	2.88	2.86	3.02
62	3.99	3.95	3.92	3.90	4.21
63	6.06	6.01	5.98	5.96	6.60
64	12.28	12.23	12.20	12.18	13.82
65	12.41	12.41	12.41	12.41	12.46

NOTE: For ages over 55, 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.

Part 5

1 Preliminary

1.1 Application of this Part 5

(a) The provisions of this Part 5 apply to Category WLAS Members.

(b) The provisions of this Part 5 will be generally subject to Division A, the General Part and Parts 2, 3 and 4, but in the event of any inconsistency the provisions in this Part 5 will prevail.

1.2 Definitions

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

"**Adjusted Final Salary**" means the lesser of –

(a) the Salary of a Member immediately before any Benefits become payable to that person; and

(b) the greater of:

(1) the Member's average Salary over the year immediately before the Benefits became payable (or over any lesser period of time for which that person was a Member); and

(2) the sum referred to in sub-paragraph (1) multiplied by –

$$\frac{A+B}{2B}$$

where:

A is the Average Weekly Ordinary Time Earnings (Victoria) Index published by the Australian Bureau of Statistics for the last full quarter before the Benefits become payable; and

B is the Average Weekly Ordinary Time Earnings (Victoria) Index published by the Australian Bureau of Statistics for the corresponding quarter a year earlier (or, if the person was a Member for less than a year before the Benefits became payable, the last complete corresponding quarter before the person became a Member).

"**Disability**" means a continuous or recurring impairment of the health of a Member which is due to a physical or mental disability, bodily injury, illness, disease or infirmity, which in the opinion of the Trustee formed on the certificates of at least two Registered Medical Practitioners:

(a) renders him or her unable to perform:

(1) his or her duties; or

(2) any other duties which are available with the Employer and for which he or she is suited by education, training or experience; and

(b) has not been incurred or inflicted for the purpose of obtaining a Benefit;

"**Disability Beneficiary**" means a Member in respect of whom an application for a Disability Benefit has been approved by the Trustee;

"**Employee**" means:

(a) any person under 65 years of age who is in the Service or employment of the Employer on a continuous (whether on a full-time or part-time) basis; and

(b) any other person under 65 years of age who is an employee of the Employer and whom the Employer with the approval of the Trustee declares in writing to be an employee,

but does not include any person who is an employee who is, or a Member of a class of employees which is, engaged on constructional work, and whose length of employment is or is likely to be dependent on the duration of that work;

"**Gainful Employment**", in relation to a person means the receipt by that person or another person, corporation or trust of remuneration which is derived wholly or partly from labour provided by the person whether under a contract of service or otherwise;

"**Government Tables**" means the Tables published in the Government Gazette on 27 July 1995 at page 1902.

"**Ill Health**" means a continuous or recurring impairment of the health of an Employee which is due to a physical or mental disability, bodily injury, illness or disease, which in the opinion of the Trustee –

(a) is not a Disability; and

(b) is likely to be adversely affected if the Employee remains in his or her employment; and

(c) does not preclude the Employee from seeking alternative employment; and

(d) has not been incurred or inflicted for the purpose of obtaining a Benefit;

"**Member**" in this Part 5 means a Category WLAS Member who is not a Pensioner.

"**Old Benefits**" means the following:

(a) in relation to retirement other than retirement through Disability:

(1) a lump sum which is eleven twenty-firsts of the Member's accrued retirement benefit calculated under Clause 4.1 of this Part 5; and

(2) a yearly Pension (payable and indexed in accordance with the provisions of the *Local Authorities Superannuation Act (Vic)* 1958 immediately before its repeal or payable and indexed on such other basis as determined by the Trustee from time to time on the advice of the Actuary), which is calculated by dividing ten twenty-firsts of the Member's accrued retirement benefit calculated under Clause 4.1 of this Part 5 by the appropriate factor from the following table:

Age of Member in completed years	Factor
65	12.0
64	12.1
63	12.2

62	12.3
61	12.4
60	12.6
59	12.8
58	13.0
57	13.2
56	13.4
55	13.6
Note: Age must be calculated in years and completed months, and interpolation of factors must be made.	

(b) in relation to retirement through Disability –

(1) a lump sum calculated by reference to the Government Table; and

(2) a yearly Pension (payable and indexed in accordance with the provisions of the *Local Authorities Superannuation Act (Vic)* 1958 immediately before its repeal or payable and indexed on such other basis as determined by the Trustee from time to time on the advice of the Actuary) which is 0.8333 per cent of the Member's Salary for each year for which the Member was contributing to the Fund including prospective years to the age of 65 years (but not exceeding a total of 40 years),

subject to a reduction by the Trustee of either of the amounts referred to in sub-paragraph (1) or (2) in accordance with the Government Table, if the Member's most recent medical classification under the *Local Authorities Superannuation Act (Vic)* 1958 was not the top classification;

"**Parental Leave**" means unpaid parental leave;

"**Pensioner**" means a person receiving a Pension under this Part 5;

"**Registered Medical Practitioner**" means a registered medical practitioner within the meaning of the *Health Practitioner Regulation National Law Act (Cth)* 2009;

"**Retrenchment**" means:

(a) the compulsory termination of the Service of an Employee who has not attained the age of 55 years for the reason that in the opinion of the Employer:

(1) the Employee's Service or position is not necessary; or

(2) the work for which the Employee was engaged is finished (except in the case of the expiration of a contracted period of Service or the completion of a contracted task); or

(3) the quantity of work has diminished and has rendered necessary a reduction in the number of employees; or

(b) the voluntary termination of Service by an Employee who has not attained the age of 55 years which in the opinion of the Employer is effected in anticipation of a compulsory termination referred to in paragraph (a); or

(c) the non-employment of an Employee who is an apprentice immediately after the end of the period of apprenticeship;

"**Salary**" means the annual rate, computed as determined by the Trustee on the basis of a year, of pecuniary emoluments payable periodically and regularly to an Employee for the performance of the duties of his or her grade of employment as that Employee, but does not include payments –

(a) for overtime or in the form of bonuses; or

(b) for travelling allowance or incidental expenses; or

(c) of a temporary character;

"**Service**", in relation to a Member, means the number of years (with each additional day counting as a fraction of a year) for the period of:

(a) time for which that person was a "contributor" under the LASA; and

(b) Fund Membership (but only to the extent that Fund Membership does not include the period referred to in paragraph (a)),

adjusted to take into account any part-time employment, Parental Leave, leave without pay and breaks in employment of that person.

"**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.

1.3 Interpretation

(a) For the avoidance of any doubt it is hereby declared that the Government Tables relate to the calculation of Old Benefits where the Member's most recent medical classification under the *Local Authorities Superannuation Act (Vic)* 1958 was not the top classification.

(b) For the purposes of calculating the Adjusted Final Salary of any person whose Salary decreases before that person ceases to be a Member, the Trustee may determine a notional Adjusted Final Salary for that person.

(c) For the purposes of the definition of "Service" in Clause 1.2 of this Part 5:

(1) any part-time employment or breaks in employment of a Member are to be taken into account as follows in calculating the Benefits for that Member:

(A) that Member's Salary must be treated as if it is the Salary of a full-time Employee who has been a Member for the same period of time; and

(B) that Member's period of Service or prospective Service must be reduced proportionally according to the basis on which that Member is employed; and

(2) Parental Leave or leave without pay of a Member for a period not exceeding 7 years if the Member is on Parental Leave or not exceeding 2 years if the Member is on leave for any other reason except Ill Health are to be taken into account as follows:

(A) the Member and the Member's Employer are not required to pay any Contributions for the period of Parental Leave or leave without pay, but the Trustee may on application (which application must comply with the Relevant Law) allow such Contributions;

(B) a Member on leave without pay may elect (which election must comply with the Relevant Law) to continue to Contribute during that period of leave a Contribution at a rate equal to 2 per cent of his or her Salary (or such other percentage of Salary as is determined by the Trustee on the advice of the Actuary) to continue that person's death and Disability benefits during that period of leave;

(C) the Trustee must reduce the Benefits payable to that Member taking into account the amount of Contributions unpaid during the leave.

(d) If the Employer engages an Employee temporarily for 12 months or less, the Employer and the Employee are exempted from complying with this Part 5 during that period of temporary employment.

(e) On application to the Trustee by an Employee, the Trustee may exempt the Employee from complying with this Part 5 either indefinitely or for a specific period, if the Trustee considers that the exemption is for the Employee's benefit.

2 Member Contributions

2.1 Determination of Contributions

(a) Subject to Clause 2.2 of this Part 5, a Member must make Contributions to the Fund at a rate equal to 6 per cent of his or her Salary.

(b) Despite anything to the contrary in this Clause 2, if by agreement between a Member and the Employer a Member is required to make a Contribution at a rate of less than 6 per cent of the Member's Salary, the Employer must make contributions at a rate determined by the Trustee and the Member is relieved of any liability to make a Contribution in excess of the rate agreed between the Member and the Employer.

(c) The Trustee must not accept any contributions:

(1) in excess of the amount permitted under the Relevant Law;

(2) from, or in respect of, a Member who is not eligible to contribute under the Relevant Law.

2.2 Length of Contribution period

(a) A Member ceases to be obliged to make Contributions after that Member:

(1) ceases to be an Employee; or

(2) reaches age 65, unless the Member and the Trustee agree otherwise.

3 Medical examinations and classification

(a) The Trustee may at any time require any Employee:

(1) to provide the Trustee with a personal statement or other information, verified as the Trustee requires, containing details about his or her age, occupation, background, health and any other matters which the Trustee considers it necessary to contain; and

(2) if the Employee so authorises, to provide the Trustee with a report on the Employee by the Employee's own treating doctor; and

(3) to undergo any medical examinations by Registered Medical Practitioners nominated by the Trustee which are considered necessary by the Trustee.

(b) The Trustee must from time to time determine the classes into which Members may be classified under this Part 5.

(c) The Trustee must as soon as possible after receiving the initial statement or information and causing any initial medical examination to be conducted notify the Employee of the class to which the Trustee has assigned that person.

(d) The Trustee may alter or revoke a determination made under paragraph (b) above and must notify all Members affected by any such alteration or revocation.

(e) If an alteration or revocation of a determination under paragraph (b) above includes a reduction in Benefits for persons in a certain class, the notice to be given to affected Members must specify details of the percentage reductions in those Benefits.

(f) The Trustee may at any time:

(1) reassign a Member to another class from a specific date; and

(2) accordingly make any necessary adjustments to the Benefits regarding that Member.

(g) If a Member provides the Trustee with a personal statement or other information which is fraudulently untrue in any material particular:

(1) the Member is not entitled to make any claims to any assets of the Fund; and

(2) the Trustee may keep any Contributions already paid to it in respect of that Member.

4 Benefits

4.1 Retirement

(a) A Member is entitled to a Benefit on retirement on or after attaining the age of 55 years or on attaining age 65.

(b) For the period of Service until 1 July 1993, the accrued retirement benefit of a contributor is 21 per cent of the Adjusted Final Salary of the Member for each year of that Member's Service.

(c) For the period of Service after 1 July 1993, the accrued retirement benefit of a Member is 18.5 per cent of the Adjusted Final Salary of the Member for each year in which he or she contributed 6 per cent of Salary to the Fund.

(d) A Benefit under this Clause 4.1 does not continue to accrue after the Member attains age 65. Without limiting paragraph (e), if a Member continues as an Employee after attaining age 65 the Member must become a Category D Member and any post age 65 Benefit will be provided for that Member under Part 1 of this Participation Schedule.

(e) A Member may elect to receive Old Benefits in lieu of the Benefit provided under paragraph (a) (which election must be made no later than six months after the date the Member ceases to be an Employee and must be made in accordance with the procedures determined by the Trustee).

4.2 Death of Member before retirement

(a) Subject to paragraphs (d) and (e) below, on the death of a Member before age 65 the Trustee must pay to his or her legal personal representative a lump sum equal to the sum of:

(1) the Member's accrued retirement benefit calculated under Clause 4.1 of this Part 5 as if the Member's date of death were the date of his or her retirement and all Service took place prior to 1 July 1993; and

(2) 21 per cent of the Adjusted Final Salary of the Member multiplied by the number of years from the date of the Member's death until the Member would have attained the age of 60 years.

(b) The sum referred to in paragraph (a)(2) above may be reduced by the Trustee on the basis of medical classification by the percentage specified in a notice under Clause 3(e) of this Part 5, if the deceased Member's medical classification is not the top classification.

(c) A written acknowledgement of receipt of a payment under Clause 4.2(a) of this Part 5 is a release to the Trustee from any obligation to pay any further amounts in respect of the deceased Member.

(d) The Benefit payable under paragraph (a) above must not exceed 8.4 times the Member's Adjusted Final Salary.

(e) If the Benefit payable under paragraph (a) above is less than the Benefit that would have been payable under Clauses 4.1 or 4.5 of this Part 5 ("**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 that date), then the Benefit calculated in accordance with the applicable Other Clause shall be payable as at the date of death.

4.3 Retirement through Disability

(a) Subject to paragraphs (n) and (o) below, if a Member ceases to be an Employee on the ground of Disability, the Member is entitled to have a Disability Benefit calculated as a lump sum equal to the sum of:

(1) the Member's accrued retirement benefit calculated under Clause 4.1 of this Part 5 as if the Member's date of ceasing to be an Employee due to Disability were the date of his or her retirement; and

(2) 21 per cent of the Adjusted Final Salary of the Member multiplied by the number of years from the date of the Member's ceasing to be an Employee on the grounds of Disability until the Member would have attained the age of 60 years,

and credited to a Disability Beneficiary account together with any Benefits from an additional benefits contract under Clause 4.10 of this Part 5.

(b) If, on application by a Member or the Employer at any time before or within 6 months after the Member ceases employment, the Trustee is satisfied that that person was suffering from a Disability on or before the date on which that person ceased employment, that person becomes a Disability Beneficiary.

(c) The Trustee must keep a Disability Beneficiary's account for each Disability Beneficiary and must credit to that account:

(1) any amounts referred to in Clause 4.3(a) of this Part 5; and

(2) interest on the amounts in the account at the Net Earning Rate; and

(3) any other amounts determined by the Trustee on the advice of the Actuary.

(d) Any payment to the Disability Beneficiary under this Clause 4.3 must be debited against the Disability Beneficiary's account.

(e) The Trustee must pay from a Disability Beneficiary's account to the Beneficiary or any other person as the Trustee thinks fit on the Beneficiary's behalf such instalments or a single payment as may be decided by the Trustee.

(f) When the balance in a Disability Beneficiary's account is reduced to zero, the Trustee is discharged from any liability to make further payments to the Beneficiary.

(g) When a Disability Beneficiary attains the age of 65 years, he or she is entitled to receive any balance in his or her account.

(h) If a Disability Beneficiary dies before attaining the age of 65 years, that Beneficiary's legal personal representative is entitled to receive any balance in the Beneficiary's account.

(i) The Trustee may at any time review the question as to whether a Disability Beneficiary who is in receipt of Disability Benefits is still suffering from a Disability.

(j) If the Trustee determines that the Disability Beneficiary is capable of gainful employment, it may:

(1) continue the existing Benefits; or

(2) increase the existing Benefits; or

(3) reduce the existing Benefits; or

(4) discontinue the existing Benefits.

(k) The Trustee must not determine to reduce the existing Benefits unless Benefits have been paid for at least 12 months.

(l) A determination to reduce the existing Benefits does not take effect for a period of 3 months after the date of the determination.

(m) If the Trustee decides that a Disability Beneficiary is again able to be employed by the Employer and if:

(1) he or she is offered employment by the Employer at a Salary not less than five-sixths of the Salary (at the time of the offer) for the grade in which he or she was employed immediately before ceasing employment, the Trustee, may, from a date specified by the Employer or the commencement of the employment (whether or not the person accepts that employment) cancel the Disability Benefits; or

(2) he or she is offered employment by the Employer at a Salary less than five-sixths of the Salary (at the time of the offer) for the grade in which he or she was employed immediately before ceasing employment, the Trustee may pay to the Beneficiary that part of his or her Benefits which is necessary to raise the total of his or her Salary and Benefits to five-sixths of the Salary (to the extent that the Benefits allow).

(n) The Benefit payable under paragraph (a) above must not exceed 8.4 times the Member's Adjusted Final Salary.

(o) If the Benefit payable to a Member under paragraph (a) above is less than the Benefit that would have been payable to the Member under Clauses 4.1 or 4.5 of this Part 5 ("**Other Clauses**") had the Member merely ceased to be an Employee at the date of Disability (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 of Disability.

(p) A Member may elect to receive Old Benefits in lieu of the Benefit provided under paragraph (a) (which election must be made no later than six months after the date the Member ceases to be an Employee and must be made in accordance with the procedures determined by the Trustee).

4.4 Retrenchment

A Member who is Retrenched is entitled to a Benefit equal to the amount of the accrued retirement benefit of that person calculated under Clause 4.1 of this Part 5.

4.5 Resignation

(a) If a Member resigns, he or she is entitled to an amount equal to the sum of:

(1) for the period of Service until 1 July 1993, 15 per cent of the Member's Adjusted Final Salary for each year of that Member's Service (with each additional day counting as a fraction thereof); and

(2) for the period of service after 1 July 1993, 15 per cent of the Member's Adjusted Final Salary for each year of that Member's Service excluding the 5 years of Service immediately prior to resignation (with each additional day counting as a fraction thereof); and

(3) 9 per cent of the Member's Adjusted Final Salary for the 5 years of the Member's Service immediately prior to resignation.

(b) In respect of a person classified under the *Local Authorities Superannuation Act (Vic)* 1958 immediately before the repeal of that Act as class 3, the Trustee, on the advice of the Actuary, may approve the payment of Benefits additional to those referred to in paragraph (a).

4.6 Retirement due to Ill Health

(a) If a Member retires on the ground of Ill Health, the Member is entitled to a Benefit equal to the amount of the accrued retirement benefit of that person calculated under Clause 4.1 of this Part 5.

(b) A retirement is not on the ground of Ill Health unless the Trustee considers that Ill Health was the reason for the retirement.

4.7 Deferred Benefit

(a) A Member who resigns may choose to accept instead of a resignation Benefit a deferred retirement Benefit equal to the sum of:

(1) the accrued retirement benefit calculated under Clause 4.1 of this Part 5; and

(2) interest on the amount of that accrued retirement benefit from the date on which that Benefit falls due until the date of retirement, death or Disability of the Member at the rate determined by the Trustee from time to time.

(b) The deferred retirement benefit is not payable before the Member attains the age of 55 years unless:

(1) the Member becomes subject to a Disability approved by the Trustee either generally or specifically for the purposes of this Clause 4.7; or

(2) the Member dies before attaining the age of 55 years.

(c) If a person entitled to a deferred benefit dies before attaining the age of 55 years, the legal personal representative of that person is entitled to receive from the Trustee the amount of the deferred retirement benefit to which the deceased Member was entitled.

(d) If a person entitled to a deferred benefit becomes subject to a Disability which is approved by the Trustee either generally or specifically for the purposes of this Clause 4.7 and which occurs before that person attains the age of 55 years, that person is entitled to receive from the Trustee the amount of the deferred retirement benefit to which the person is entitled.

4.8 Traumatic bodily injury

If a Member:

(a) suffers any injury considered by the Trustee to be traumatic bodily injury; and

(b) within 6 months after having suffered that injury (or such longer period as the Trustee determines either generally or specifically for the purposes of this Clause 4.8):

(i) dies; or

(ii) becomes entitled to receive Disability Benefits,

the Member must be treated by the Trustee as if he or she is in the top classification of Members, for the purposes of the payment of Benefits under this Clause 4.8.

4.9 Terminal Illness

(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 5 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 5, the Trustee must adjust any Benefit payable from the Fund to take account of any payment made under this Clause 4.9.

4.10 Additional benefits contracts

(a) The Employer and an Employee may agree, subject to the Trustee's approval, to provide for the payment of additional contributions in respect of that Employee in return for the provision to that Employee of extra Benefits.

(b) The Trustee has power for the purposes of this Clause 4.10 to enter into additional benefits contracts and to carry those contracts into effect.

(c) The Trustee must credit any contributions towards an additional benefits contract to the Member's Account.

(d) Interest on the contributions referred to in paragraph (c) must be added to those contributions and must be distributed yearly as determined by the Trustee on the advice of the Actuary.

4.11 Temporary Disability Benefit

(a) This Clause 4.11 applies if the Trustee determines that a Member who has applied under Clause 4.3 of this Part 5 to retire on the ground of Disability is likely to recover substantially from injury, disease or infirmity.

(b) The Trustee is to pay the Member a Benefit calculated in accordance with Clause 4.3 of this Part 5 for a limited period not exceeding 2 years from the date that the Trustee makes its determination under paragraph (a) and Clauses 4.3(a), 4.3(c) and 4.3(d) of this Part 5 apply accordingly.

(c) The annual amount of the temporary Disability Benefit payable to the Member during the limited period must not exceed the annual rate determined by dividing the opening balance in his or her Disability Beneficiary's account under Clause 4.3 of this Part 5 by 12. The annual rate will then be paid in monthly instalments.

(d) The Trustee must within 12 months of making its determination under paragraph (a) conduct a review to determine whether:

(1) paragraph (a) still applies; or

(2) the Member is suffering from a Disability and may retire on the ground of Disability; or

(3) the Member is suffering from Ill Health and may retire on the ground of Ill Health; or

(4) the Member is not suffering from Disability or Ill Health.

(e) If paragraph (d)(1) applies, the Trustee must conduct a further review not later than 2 months before the expiry of the limited period.

(f) If paragraph (d)(2) applies, the Member is entitled to a Benefit under Clause 4.3 of this Part 5 calculated on the balance of his or her Disability Beneficiary's account as at the date the review is determined.

(g) If paragraph (d)(3) applies, the Member is entitled to a Benefit equal to the lesser of the amount calculated in accordance with Clause 4.6 of this Part 5 or the amount of his or her Disability Beneficiary's account as at the date of retirement.

(h) If paragraph (d)(4) applies, the Member ceases to be entitled to a Benefit under this Clause 4.11.

(i) If the Member fails to comply with a requirement by the Trustee to attend a medical examination or to provide information to the Trustee required by the Trustee so as to determine whether the Member is still suffering from a Disability or is gainfully employed, the Trustee may by notice in writing to the Member suspend payment of the Benefit.

(j) If the Member has not complied with a requirement under paragraph (i) within 30 days of being served with a notice of suspension, the Trustee may by further notice in writing to the Member cancel payment of the Benefit.

(k) The Trustee may at a further review determine that:

(1) the Member is suffering from a Disability and may retire on the ground of Disability; or

(2) the Member is suffering from Ill Health and may retire on the ground of Ill Health; or

(3) the Member is not suffering from Disability or Ill Health.

(l) If paragraph (k)(1) applies, the Member is entitled to a Benefit under Clause 4.3 of this Part 5 calculated on the balance of his or her Disability Beneficiary's account as at the date the review is determined.

(m) If paragraph (k)(2) applies, the Member is entitled to a Benefit equal to the lesser of the amount calculated in accordance with Clause 4.6 of this Part 5 or the amount of his or her Disability Beneficiary's account as at the date of retirement.

(n) If paragraph (k)(3) applies, the Member ceases to be entitled to a Benefit under this Clause 4.11.

5 Other terms and conditions

5.1 Long service leave and termination of employment

If:

(a) an Employee is entitled to a Benefit on ceasing to be employed by the Employer; and

(b) the Employer has granted the employee long service leave, which will terminate on the same date as the Employee's cessation of employment with the Employer; and

(c) the Employee so requests and the Trustee agrees,

the Trustee may pay to the Employee the Benefit at any time during the long service leave and may do so on any conditions which the Trustee determines.

5.2 Payment of Benefits

(a) If, under this Part 5, the Trustee has not paid the whole or part of any Benefits within two months after the entitlement to them has arisen, the Trustee must pay:

(1) the unpaid Benefits; and

(2) interest on the unpaid Benefits from a date one month after the entitlement date until the date of payment at the Net Earning Rate.

(b) The Trustee may withhold the payment of any Benefits for reasons of the absence of satisfactory proof of age, identity, survival or death, but interest accrues on those Benefits under paragraph (a).

5.3 General powers of Trustee in respect of Benefits

The Trustee has power for the purposes of this Part 5:

(a) to provide any Benefits under this Part 5 in the form of lump sum superannuation payments, annuities, pensions, retiring allowances or payments on the death of Employees; and

(b) may carry out any acts, matters or things which are incidental to the matters referred to in paragraph (a).

5.4 Taxation

(a) In this Clause 5.4:

"**affected member**" means in relation to a benefit reduction which has occurred under section 68(2) or (3) of the PSSA a person who was a member of LASF immediately before the date from which that reduction commenced to apply.

"**after-tax benefit**" means the amount of benefit after allowing for income tax calculated at the rates and in the manner as at the special commencement date applicable to a person aged 55 years or more.

"**special commencement date**" means 30 November 1993.

"**detriment**" means receiving a lesser amount of after-tax benefit than would have been received if the benefit:

(1) had not been reduced in accordance with sections 68(2) and (3) of the PSSA; and

(2) had been an untaxed benefit.

"**post-June 1983 component**" has the same meaning as in section 27A of the tax law.

"**rebateable 27H amount**" has the same meaning as in section 159SJ of the tax law.

"**tax law**" means the *Commonwealth Income Tax Assessment Act* 1936 as in force at the special commencement date.

"**taxed element**" has the same meaning as in section 27A of the tax law.

"**taxed**" in respect of a Benefit means a Benefit in relation to which there is a taxed element or a rebateable 27H amount as the case may be.

"**untaxed**" in respect of a Benefit means a Benefit in relation to which there is no taxed element or rebateable 27H amount as the case may be.

(b) If, having received an application from an affected member in accordance with paragraph (d), the Trustee is satisfied that a reduction in Benefits has resulted in an unreasonable detriment to the Member in respect of a Benefit which has become payable to the Member, the Trustee may take such steps, including without limitation increasing the Benefit, as the Trustee considers necessary to avoid or compensate for that detriment.

(c) An affected member may within 3 months of a Benefit becoming payable from the Fund (or any longer period approved by the Trustee if the Trustee considers that there are special circumstances) apply to the Trustee for a review of the amount of the Benefit.

(d) The application must be in a form and contain and be accompanied by information prescribed by the Trustee.

(e) The Trustee must not consider an application for review under paragraph (c) on any ground other than unreasonable detriment.

(f) In determining whether an unreasonable detriment exists and the extent of that detriment:

(1) the Trustee must act on the advice of the Actuary, given either generally or in any specific case; and

(2) the Actuary must have regard to the following factors:

(A) the receipt by a Member of a post-June 1983 component of the Benefit classified for the purposes of the tax law as a taxed element rather than as an untaxed element; and

(B) the rates of Tax and the basis for its assessment under the tax law as at the special commencement date in respect of a Benefit that becomes payable to a person aged 55 years or more; and

(C) any other matters the Actuary considers relevant.

Part 6 – General Provisions

1 Preliminary

1.1 Content and application of this Part 6

(a) The provisions of this Part 6 consist of:

(1) the General Provisions;

(2) Schedule 1; and

(3) Appendixes 6A and 6B.

(b) The General Provisions apply to both Category WREV Members and Category WNEW Members.

(c) Appendix 6A applies to Category WREV Members only.

(d) Appendix 6B applies to Category WNEW Members only.

(e) The provisions of this Part 6 will be generally subject to Division A, the General Part and Parts 2, 3 and 4, but in the event of any inconsistency the provisions in this Part 6 will prevail.

1.2 Definitions

In this Part 6, unless the contrary intention appears or the context requires otherwise:

"**Appendix 6A**" means the Appendix to this Part 6 titled 'Appendix 6A'.

"**Appendix 6B**" means the Appendix to this Part 6 titled 'Appendix 6B'.

"**Child**", in relation to a Member under this Part 6, means a child of the Member or of his or her Spouse other than any child born more than 10 months after his or her death who is:

(a) under 18 years of age; or

(b) between the age of 18 and 25 years and in the opinion of the Trustee is a full-time student;

"**Commonwealth Act**" means the *Superannuation Guarantee (Administration) Act (Cth)* 1992;

"**Dependant**", in relation to a deceased person under this Part 6, means –

(a) his or her Spouse; or

(b) a Child of the person; or

(c) any other person who in the opinion of the Trustee was at the date of the death of the person wholly or partially dependent on the person or who at that date had a legal right to look to him or her for financial support;

"**Disability**", in relation to a Member, means the permanent inability of the Member before the age of 60 years due to a continuing or recurring injury, disease or infirmity:

(a) to perform his or her duties; and

(b) to perform any other duties for which he or she is suited by education, training or experience or for which he or she would be suited as a result of retraining,

as determined by the Trustee on the basis of reports provided by at least 2 Registered Medical Practitioners appointed by the Trustee;

"**Final Average Salary**" means:

(a) in relation to a Member with less than 2 years of Recognised Service, an amount calculated in accordance with the formula:

$$\frac{A}{B} \times \frac{365}{1}$$

where –

A is the aggregate Salary paid to the Member in respect of the Member's period of Recognised Service;

B is the total number of days in that period;

(b) in relation to a Member with 2 years or more of Recognised Service, an amount equal to one-half of the Member's aggregate Salary for the period of Recognised Service of 2 years ending on the Member's last day of service,

and if the period of Recognised Service includes a period of leave without pay, there is deemed to have been payable to that Member during that period of leave without pay, Salary at the rate payable to the Member immediately before the period of leave, or such higher Salary as has been approved by the Trustee for the purposes of this Part 6, but in no case shall the amount in relation to a person who was an "officer" (as defined in the SSA) on 1 January 1994 be less than his or her Salary on that date;

"**General Provisions**" means Clauses 1, 2 and 3 of this Part 6;

"**Ill-Health**" means a continuous or recurring impairment of health of a Member which is due to a physical or mental incapacity, bodily injury, illness or disease, which in the opinion of the Trustee:

(a) is not a Disability; and

(b) is likely to be adversely affected if the Member remains in his or her employment or returns to employment with the Employer; and

(c) does not preclude the Member from seeking alternative employment; and

(d) has not been incurred or inflicted for the purpose of obtaining a Benefit;

"**Member**" in this Part 6 means a Category WREV or a Category WNEW Member, as the case requires;

"**Minimum Age for Retirement**" means:

(a) the age of 55 years; or

(b) if an earlier age for retirement is prescribed in this Part 6 for a class of Members, that earlier age;

"**Part 6**" means this Part 6 and includes the General Provisions and Appendixes 6A and 6B;

"**Pensioner**" means a person receiving a Pension under this Part 6;

"**Recognised Service**", in relation to a Member, means the total period (calculated in years, months and days):

(a) during which the Member contributed (or was entitled to contribute) to the SSF; and

(b) Fund Membership (but only to the extent that Fund Membership does not include the period referred to in paragraph (a)),

and includes any additional period of service (if any) determined by the Trustee in respect of which the Member has made additional Contributions to the SSF, Water Fund or the Fund but does not include any period:

(c) after he or she attains the age of 65 years unless the Trustee otherwise specifies in writing in respect of a specified Member; or

(d) of leave of absence unless contributions have been paid in respect of that period of leave of absence under this Part 6 (except where express provision to the contrary is made in this Part 6);

"**Registered Medical Practitioner**" means the a registered medical practitioner within the meaning of the *Health Practitioner Regulation National Law Act (Cth)* 2009;

"**Resignation**" means the termination of service by a Member other than by reason of death, Disability or Retrenchment before he or she has attained the Minimum Age for Retirement;

"**Retrenchment**" means termination of the employment or service of a Member who has not attained the Minimum Age for Retirement and in respect of whom the Employer certifies in writing to the Trustee that the Member has been retrenched for the purposes of this Part 6;

"**Salary**" means the annual rate, computed as determined by the Trustee on the basis of a year consisting of 313 working days and 52 Sundays, of pecuniary emoluments payable periodically and regularly to a Member for the performance of the duties of his or her grade of employment and includes any amount required under the rules of the Water Fund, the LASF or the SSF to be included as salary or as determined by the Trustee, but does not include a recreation leave allowance or an expense allowance or payment for overtime or for travelling allowances or for incidental expenses or payments of a temporary character.

"**Schedule 1**" means the Schedule to the General Provisions, titled 'Schedule 1';

"**Secondment**", in relation to a Member, means leave without pay to engage in paid employment with the consent of the Employer during the period of that leave and in respect of which required contributions are only met by or on behalf of the Employer during that period;

"**Spouse**" in relation to a person, means:

(a) that person's husband, wife, widower or widow; or

(b) a person of the opposite sex who, though not legally married to the first mentioned person, in the opinion of the Trustee lives or lived with the first mentioned person as at the relevant date (being, in the case of a deceased person, the date of death) on a bona fide domestic basis as the husband or wife of the first mentioned person;

"**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.

"**WREV Prospective Retirement Pension**" means, on the death or Disability of a Category WREV Member before retirement, the Pension which would have become payable to or in respect of the deceased or Disabled Member at the retirement age of 60 if his or her Final Average Salary at the time of death or Disability had been his or her Final Average Salary at age 60 and counting the Recognised Service which would have been completed by that age.

1.3 Interpretation

For the purposes of the definition of Salary in Clause 1.2 of this Part 6, if a Member's Salary is reduced then, unless the Member agrees in writing that the reduced Salary applies, Salary means the greater of:

(a) the Salary of the Member immediately before the reduction; or

(b) the actual Salary.

2 Part time Members

2.1 Definitions applying to this Clause only

(a) In this Clause 2:

"**Comparable Full-time Member**" in relation to a Part-time Member means a Member who is employed in a similar position to the Part-time Member on a full-time basis, whether or not there is such a person;

"**Full-time Member**" means a Member who is employed on a full-time basis throughout the year;

"**Part-time Member**" means a Member who is employed at any time on a basis which requires him or her to render part-time service;

"**Pro Rata**" in relation to a Part-time Member means $\frac{A}{B}$ where:

A is the Total Service in years and completed months of the Part-time Member; and

B is the Total Service in years and completed months that the Part-time Member would have rendered if he or she had been a Full-time Member throughout his or her service as a Part-time Member;

"**Total Service**":

(1) in relation to a Category WREV Member, means the total in years and completed months of his or her continuous Recognised

Service, whether as a Full-time or Part-time Member, or 30 years, whichever is the lesser; or

(2) in relation to a Category WNEW Member, the total in years and completed months of his or her continuous Recognised Service whether as a Full-time or Part-time Member

and where that total is relevant to the calculation of Benefits on death or retirement on grounds of Disability includes prospective service.

(b) The Trustee may recognise as a Part-time Member a Member who is employed on an intermittent basis if it is satisfied that the Total Service required of that Member can be calculated annually in advance.

(c) If a Full-time Member is employed on a Part-time basis due to Ill-Health, the Trustee may recognise all or part of that part-time service as full-time employment.

2.2 Service and prospective service of a Part-time Member

(a) The service of a Part-time Member is to be the proportion that his or her actual Part-time service bears to the service that a Comparable Full-time Member would have been required to render.

(b) The prospective service of a Part-time Member at any time is to be calculated on the proportion that his or her average service over the preceding 3 years of his or her Fund Membership bears to the service which would have been required of a Comparable Full-time Member over the same period.

2.3 Part 6 applies subject to principles and rules for Part-time Member

(a) This Part 6 applies to a Part-time Member subject to and in accordance with the principles and subject to the rules and modifications provided in this Clause 2.3.

(b) If:

(1) the service of a Part-time Member follows continuously upon his or her service as a Full-time Member; or

(2) the service of a Full-time Member follows continuously upon his or her service as a Part-time Member,

his or her period of service as a Full-time Member is to be added to his or her period of service as a Part-time Member.

(c) The Contributions to be paid by a Part-time Member are that proportion of the Contributions that would be payable by a Comparable Full-time Member which the service of the Part-time Member at the time the Contributions fall due bears to the service of a Comparable Full-time Member.

(d) Where a Member has been a Full-time Member and a Part-time Member his or her Benefits on retirement or death are to be calculated Pro Rata to the Benefits payable to a Comparable Full-time Member.

3 General terms and conditions

3.1 Payment of contributions

(a) If a Member is on leave of absence through illness, either without pay or at less than full pay, the Trustee may, upon his or her application, permit the Contributions falling due during his or her absence to be paid by him or her in smaller sums, and at periods, as the Trustee approves.

(b) A Member who is on leave of absence, with or without pay (other than a Member to whom paragraph (a) applies) who fails to pay his or her Contributions on the due date is not if any Contribution remains outstanding for a period of more than 3 months, entitled to any Benefit under this Part 6 or any other Part until:

(1) his or her Contributions are fully paid; or

(2) he or she resumes duty.

3.2 Classification of Category WREV Members

A Category WREV Member is to be classified or re-classified by the Trustee in accordance with the *Superannuation Act (Vic)* 1958 (as in force before its repeal) having regard to the medical and other evidence available to the Trustee.

3.3 Benefits payable to Category WREV Member classified as limited or service

A Category WREV Member who has been classified as a "limited contributor" or a "service benefits contributor" must for the purposes of calculating Benefits be deemed to be a "full benefits contributor" if:

(a) the membership of the Category WREV Member (of the SSF, the Water Fund and/or the Fund) is not less than 20 years;

(b) the Category WREV Member has reached the age of 60 years; or

(c) the Trustee is of the opinion that the death or Disability of the Category WREV Member was not caused or substantially contributed to by a condition related to the reasons for the medical classification.

3.4 Classification of Category WNEW Members

(a) If the Trustee after consideration of any personal statement of medical history and any medical report or other medical evidence as it considers relevant is of the opinion that there is a real risk that a Category WNEW Member will not by reason of or connected with any physical or mental condition continue to be an employee until he or she attains the age of 60 years, the Trustee may issue a benefits classification certificate specifying that condition.

(b) Until a Category WNEW Member has provided the Trustee with a personal statement of medical history or any medical report or received any medical evidence as it considers relevant and the Member has been classified by the Trustee, he or she must be treated as having been issued with a benefits classification certificate specifying any relevant condition.

(c) The Trustee may after consideration of any personal statement of medical history and any medical report or other medical evidence as it considers relevant, vary or revoke a benefits classification certificate under paragraph (a) or (b).

3.5 Benefits payable to Category WNEW Member issued with a medical classification certificate

If a Category WNEW Member in respect of whom there is in force a benefits classification certificate dies or becomes Disabled and the Trustee is of the opinion that the death or Disability was caused or substantially contributed to by a condition specified in the benefits classification certificate, the Benefit payable instead of the Benefit under Clause 3.2(b), 3.3 or 3.4 of Appendix 6B (as the case may be) is:

(a) in the event of death:

(1) the accrued retirement benefit at the date of death; and

(2) if the Category WNEW Member has completed more than 4 years of Recognised Service, one-sixteenth of the balance of the lump sum Benefit which would have been payable if no benefits classification certificate was in force for each year of Recognised Service in excess of 4 years,

but not exceeding the Benefit which would have been payable if no benefits classification certificate was in force at the date of death; and

(b) in the event of Disability, a Pension for life at the rate of one-twelfth of:

(1) the accrued retirement benefit at the date of Disability; and

(2) one-twentieth of the balance of the lump sum Benefit which would have been payable if no benefits classification certificate was in force for each year of Recognised Service,

but not exceeding the Pension which would have been payable if no benefits classification certificate was in force at the date of Disability.

3.6 Request for review of classification

(a) If a Member is dissatisfied with the determination of the Trustee as to his or her classification, the Member may on payment to the Trustee of the fee prescribed by the Trustee require the Trustee to refer the question of his or her classification to a review committee.

(b) A review committee is to consist of a director of the Trustee, an actuary and a Registered Medical Practitioner.

(c) The review committee must examine the evidence upon which the Trustee has classified or reclassified the Member and determine the classification of the Member where applicable.

(d) If the determination of the Trustee is varied by the review committee, the fee paid by the Member must be refunded to the Member.

3.7 Trustee may require information for purposes of administering Part 6

(a) The Trustee may at any time require any person entitled or claiming to be entitled to a Benefit to furnish any returns and information (including the report of any Registered Medical Practitioner) as the Trustee may require for the purposes of this Part 6.

(b) Subject to the Relevant Law, the Trustee must not disclose to any person except a court or the person to whom the report relates, information contained in the report of a Registered Medical Practitioner given to the Trustee under paragraph (a).

3.8 Power of Trustee to reclassify in certain cases

(a) If the Trustee is satisfied that:

(1) a Member or former Member has failed to fully and honestly disclose any information that he or she was requested to give in relation to his or her classification or reclassification or a benefit classification certificate; or

(2) the Member or former Member has given any incorrect or misleading information in relation to his or her classification or reclassification or a benefit classification certificate,

the Trustee may reclassify the Member or former Member as it thinks fit or issue a new or revised benefit classification certificate.

(b) Any reclassification or benefit classification certificate takes effect from the day whether or not an earlier day as is specified by the Trustee.

3.9 Members on Secondment or leave of absence

A Member who is on Secondment or is on leave of absence on the grounds of Ill-Health without pay must pay his or her Contributions during or in respect of the period of leave as for a period of service without reduction for a period not exceeding:

(a) 7 years, if the Member is on parental leave; or

(b) 2 years, if the Member is on leave for any other reason except Ill-Health.

3.10 If Pensioner re-employed by the Employer, Pension may be reduced

(a) In this Clause 3.10:

"**Current Equivalent of the Salary on Retirement**" in relation to a Pensioner means the Salary that the Trustee from time to time determines as being equivalent at any relevant time to the Salary that was payable to the Pensioner immediately prior to his or her retirement having regard to general increases in Salary that have occurred since the retirement of the Pensioner;

"**Employed**" in relation to a Pensioner means a person employed by the Employer whether permanent, temporary, casual, full-time, part-time or other type of employment.

(b) Despite any other provision of this Part 6, the Pension payable to any Pensioner who continues to be a Member and is Employed is to be reduced by the amount by which the remuneration he or she or any other person, a corporation or a trust receives from his or her Employment together with the Pension payable to the Pensioner under this Part 6 (other than a Disability Pension) exceeds the Current Equivalent of his or her Salary on Retirement.

(c) This Clause 3.10 does not apply to the payment of a Pension to a Pensioner who is in receipt of a Pension under Clauses 3.6 or 3.7 of Appendix 6A.

3.11 Early release of Benefits

(a) The Trustee may approve the early release of part or all of the vested Benefit of a Member or former Member in accordance with the Relevant Law.

(b) The Trustee must determine:

(1) the amount of the Benefit to be released; and

(2) the method of payment of that amount; and

(3) the reduction to be made to the vested Benefit-

in accordance with the Relevant Law.

3.12 Provisions relating to Children's Pensions

(a) A Child is only entitled to a Pension if at the date of the death of the Category WREV Member, Category WNEW Member or Pensioner the Child was wholly or partly dependent on him or her or had a legal right to look to him or her for financial support.

(b) If Pensions are payable in respect of a Child as a Child of more than one Category WREV Member or Category WNEW Member only the Pension which is the greater is payable in respect of that Child.

(c) Despite anything to the contrary in this Part 6, any money payable out of the Fund in respect of a Child may at the discretion of the Trustee be paid to a person directed by the Trustee on behalf and for the benefit of the Child or expended by the Trustee for the benefit of the Child.

3.13 Pensions payable for life except in case of Children

(a) Except where otherwise provided in this Part 6, a Pension is payable during the life of the person entitled to it.

(b) A Pension in respect of a Child is payable until the end of the fortnightly pay period in which:

(1) he or she attains the age of 18 years; or

(2) in the case of a student, he or she attains the age of 25 years or the Trustee ceases to be satisfied that he or she is a full-time student; or

(3) he or she dies,

whichever is the earlier.

(c) The Trustee may require any evidence it thinks fit in order to decide whether or not a Child is a full-time student.

3.14 Pensions payable fortnightly

(a) A Pension payable to:

(1) a student Child may be paid quarterly in arrears; and

(2) any other person, is payable in fortnightly instalments.

(b) The amount of an instalment of a Pension covering a period of a fortnight is to be determined by dividing the annual Pension by 26.

3.15 Disability Pensioner to be taken to be on leave

Subject to this Part 6, the following provisions apply to Pensioners:

(a) any Pensioner receiving a Pension under Clause 3.4 of Appendix 6A or Clause 3.3 of Appendix 6B is for the purposes of this Part 6 to be treated as being on leave of absence without pay and is not required to contribute in respect of the period of that leave; and

(b) if a person who has retired on a Pension under Clause 3.4 of Appendix 6A or Clause 3.3 of Appendix 6B again becomes an employee of the Employer, the period during which he or she was retired, is not for the purposes of this Part 6 to be treated as a break in the continuity of his or her service as an employee; and

(c) the Pensioner must submit himself or herself for medical examination as and when required by the Trustee; and

(d) if the Pensioner does not comply with paragraph (c), the Pension ceases to be payable so long as he or she continues in default; and

(e) if the Pensioner continues in default for a period of 12 months the Trustee must cancel the Pension and this Part 6 ceases to apply in respect of that Pensioner.

3.16 Review of Pension under certain Clauses

(a) The Trustee may at any time review the question of whether a Pensioner who is in receipt of a Pension under Clause 3.4 of Appendix 6A, Clause 3.3 of Appendix 6B or Clause 3.19 of the General Provisions is gainfully employed and after the review it may:

  (1) continue the existing Pension; or

  (2) increase the Pension up to the Pensioner's maximum pension entitlement; or

  (3) reduce the Pension; or

  (4) suspend the Pension; or

  (5) cancel the Pension.

(b) For the purposes of this Clause 3.16 a person is to be taken as gainfully employed if the person or another person, a corporation or a trust is receiving remuneration that is derived wholly or partly from labour provided by the person whether under a contract of service or otherwise.

(c) A determination to reduce Benefits or to suspend a Pension does not take effect for a period of 3 months from the date of the determination.

(d) During the period of 3 months a Pensioner in respect of whom a determination has been made may appeal to the Trustee against that determination.

(e) The Trustee after consideration of the appeal must confirm or cancel the determination previously made.

(f) If the Trustee confirms the determination on appeal the reduction of Pension or the suspension or cancellation of Pension will apply 3 months after the original determination was made or on the Pension pay day following the determination of the appeal whichever is the later.

(g) The Trustee may at any time require a Pensioner who is in receipt of a Pension under Clause 3.4 of Appendix 6A, Clause 3.3 of Appendix 6B or Clause 3.19 of the General Provisions to provide to the Trustee within 45 days any returns and information which the Trustee may require for the purposes of this Clause 3.16.

(h) If the Pensioner fails or refuses to do so the Trustee may suspend or cancel the Pension and, where the Trustee cancels the Pension, this Part 6 ceases to apply in respect of that Pensioner.

3.17 Disability Pensioner retiring due to Ill Health.

(a) If the Trustee has made a determination that a person in receipt of a Pension under Clause 3.4 of Appendix 6A or Clause 3.3 of Appendix 6B who has not attained the Minimum Age for Retirement is again able to perform his or her duties or any other duties for which the Disability Pensioner is suited by education, training or experience or for which the Disability Pensioner would be suited as a result of retraining, the former Disability Pensioner may within the prescribed period (as defined in paragraph (d) below) apply to the Trustee to retire on the grounds of Ill Health and receive a payment under this Clause 3.17.

(b) If the Trustee determines that the application should be granted, the Trustee must pay the former Disability Pensioner:

(1) in the case of a Pension under Clause 3.4 of Appendix 6A, a lump sum Benefit calculated under Clause 3.12(a)(1) of Appendix 6A; or

(2) in the case of a Pension under Clause 3.3 of Appendix 6B, a Benefit calculated under Clause 3.4 of Appendix 6B,

as if it were payable as at the date that the Disability Benefit was first granted and indexed in accordance with Clause 3.22 of the General Provisions from the date that the Disability Benefit was first granted until the date of the determination as if it were a Pension first payable on the date that the Disability Benefit was first granted.

(c) If the former Disability Pensioner accepts a payment under paragraph (b), the Trustee is released from any liability to make any further payments to, or in respect of, any entitlements of the former Disability Pensioner or any of his or her Dependants and this Part 6 ceases to apply to the former Disability Pensioner.

(d) In this Clause 3.17, "**prescribed period**" means -

(1) if the former Disability Pensioner does not apply for a review of the determination, the period of 90 days after the determination;

(2) if the former Disability Pensioner has applied or does apply for a review of the determination, the period of 30 days after the Trustee confirms the determination on review.

3.18 Payment of Benefits if person is incapable

If a person who would ordinarily be entitled to receive Benefits is a person who is in the opinion of the Trustee incapable of managing his or her affairs or of unsound mind the Trustee may cause his or her Benefits or any part of the Benefits to be paid to his or her guardian or administrator, or, if there is no guardian or administrator, to a person nominated by the Trustee for the benefit of that person and his or her Dependants or any of them until he or she ceases to be incapable or of unsound mind.

3.19 Temporary Pensions

(a) If the Trustee determines that a Member who has applied to retire on the grounds of Disability may substantially recover from a recurring injury or illness, the Trustee may determine that he or she be given the Pension to which he or she would have been entitled had he or she retired on the ground of Disability for a limited period only of up to 2 years.

(b) The Trustee may determine that any Pension payable under this Clause 3.19 is to be conditional upon the Member undertaking an approved course of training or education or participating in any rehabilitation program.

(c) If a person has been granted a Pension under this Clause 3.19, he or she may not retire on the grounds of that Disability but in all other respects this Part 6 as it relates to Disability Pensioners applies.

(d) The eligibility of the Pensioner must be reviewed at intervals not exceeding 6 months as determined by the Trustee.

(e) If the Pensioner does not comply with this Clause 3.19, the Pension ceases to be payable as long as he or she continues in default.

(f) If the Pensioner continues in default for a period of 12 months, the Trustee must cancel the Pension.

3.20 Assignment of Pensions and payment out of Fund on death of Pensioner

(a) Pensions and other Benefits under this Part 6 cannot in any way be assigned, charged or passed by operation of law to any person other than the Pensioner or Beneficiary.

(b) Unless any Act of the Commonwealth expressly provides to the contrary, any money payable out of the Fund on the death of Member or Beneficiary is not an asset for the payment of his or her debts or liabilities.

(c) Despite paragraph (b), if at the time of the death of a Pensioner or other Beneficiary to or in respect of whom any money (not exceeding $10,000) was payable by way of Pension or other Benefit the Trustee may pay the money to a person as in the circumstances the Trustee thinks fit.

(d) Despite paragraph (a) the Trustee may deduct from any money payable out of the Fund to any person in respect of any Pension or Benefit under this Part 6 any money:

(1) which is due to the Fund in respect of that Pension or Benefit; or

(2) which is owing to the Trustee by that person (whether that money is secured by a mortgage or not).

3.21 Payment of lump sum Benefits

If a lump sum Benefit (not being a payment under Clause 3.17 of the General Provisions) to which a person is entitled is not paid within 14 days of the person becoming entitled, the person is entitled to receive interest at the rate prescribed for the purposes of Clause 3.13(a)(1) of Appendix 6A or Clause 3.6(a)(1) of Appendix 6B as the case may be from the date of entitlement until the lump sum Benefit is paid.

3.22 Indexation of Pensions

(a) In this Clause 3.22:

"**Consumer Price Index**" means the all groups consumer price index number for all Capital Cities published by the Australian Bureau of Statistics in respect of the June quarter and the December quarter for each year;

"**Prescribed Half Year**" means the half year ending on 31 December or 30 June in which the Consumer Price Index is higher than the previous highest Consumer Price Index;

"**Prescribed Percentage**" in relation to a Prescribed Half Year means the percentage calculated to two decimal places in accordance with the formula:

$$\frac{A - B}{B} \times \frac{100}{1}$$

where:

A is the Consumer Price Index number for the Prescribed Half Year; and

B is the Consumer Price Index number for the preceding Prescribed Half Year;

(b) A Pension under this Part 6 must:

(1) if it is then payable, be increased on the payment of the first instalment of Pension in the month of December or June by an amount equal to one-sixth of the Prescribed Percentage (if any) for the Preceding Half Year of the Pension for every whole month or part of a month during the Preceding Half Year in respect of which a Pension has been payable; or

(2) if for any reason it is not then payable, be notionally so increased as if then payable.

(c) A reference in paragraph (b) to a "Pension" includes a reference to:

(1) any deferred Pension under Clauses 3.12 or 3.13 of Appendix 6A; and

(2) any deferred benefit under Clause 3.6(a)(2) of Appendix 6B.

(d) If a Pensioner becomes liable to have the amount of any pension, allowance, subsidy, concession or other Benefit payable to the Pensioner under Commonwealth social security or veterans' entitlements legislation reduced by reason of an increase in the amount of the Pensioner's fortnightly Pension entitlement under this Part 6, the Trustee may, on the application in writing of the Pensioner at any time within the period commencing 3 months before the date on which the reduction is due to take effect and ending 3 months after the date on which the reduction took effect, convert the amount of the

SCHEDULE 1

LUMP SUM PAYMENT FOR EACH $1.00 OF ANNUAL PENSION		
Column 1 Age	Column 2 Lump sum factor (dollars and cents)	Column 3 Lump sum factor to be subtracted from factor in Column 2 for each completed month of age (dollars and cents)
50	15.20	0.0333
51	14.80	0.0250
52	14.50	0.0250
53	14.20	0.0250
54	13.90	0.0250
55	13.60	0.0167
56	13.40	0.0167
57	13.20	0.0167
58	13.00	0.0167
59	12.80	0.0167
60	12.60	0.0167
61	12.40	0.0083
62	12.30	0.0083
63	12.20	0.0083
64	12.10	0.0083
65	12.00	
Note: The lump sum for any age over 65 years is to be determined by the Actuary.		

Appendix 6A

1 Application of this Appendix 6A

The provisions of this Appendix 6A apply to Category WREV Members only.

2 Member Contributions

2.1 Contribution rates

(a) A Member must make Contributions to the Fund determined in accordance with the following table:

Age last birthday	Contributions as a percentage of Salary		
	Up to 1 May 1994	1 May 1994 to 28 October 1994	From 29 October 1994
15 years to 29 years	3.0%	5.0%	8.0%
30 years to 34 years	3.5%	5.5%	8.5%
35 years to 39 years	4.5%	6.0%	8.5%
40 years to 44 years	5.5%	6.5%	9.0%
45 years to 49 years	6.5%	7.5%	9.0%
50 years or 54 years	7.5%	8.0%	9.5%
55 years and older	8.0%	8.5%	9.5%

(b) Despite anything to the contrary in this Clause 2, if by agreement between a Member and the Employer a Member is required to make a Contribution at a rate less than that set out in paragraph (a), the Employer must make contributions at a rate determined by the Trustee and the Member is relieved of any liability to make a Contribution in excess of the rate agreed between the Member and the Employer.

(c) A Member ceases to be obliged to make Contributions after that Member reaches age 65, unless the Member and the Trustee agree otherwise.

2.2 Adjustment of Contribution rates

(a) If the Contribution that a Member is liable to contribute is increased because of:

(1) an increase in his or her Salary; or

(2) having a birthday which places him or her in the next age range in the Table in Clause 2.1 of this Appendix 6A,

the Contribution is to be adjusted as at the day in each calendar year fixed by the Trustee for the adjustment of Contributions next following the date upon which he or she becomes so liable and the Trustee may fix one or more days in each calendar year.

(b) The Contribution as adjusted is payable as from and inclusive of the pay day on or next following the day being 2 months after the day fixed under paragraph (a).

3 Benefits

3.1 Pension on retirement through age or Disability

(a) A Member is entitled to a Pension on retirement on or after attaining the Minimum Age for Retirement or on attaining age 65.

(b) Subject to this Part 6, upon the retirement of a Member on the ground of Disability he or she is entitled to a Pension.

(c) A Member who was a contributor to the SSA before 15 December 1970 is entitled to not less than the benefits and rights that he or she would have been entitled to under the *Superannuation Act (Vic) 1958*.

3.2 Minimum amount of Pension

Except where this Part 6 requires a Pension to be actuarially determined (and subject to the Relevant Law), the minimum amount of Pension payable to any Member or to the Member's Spouse is $130 per annum.

3.3 Amount of Pension on retirement through age

(a) In this Clause 3.3:

N is the amount of the Pension that would have been payable to the Member if the Member had continued to serve as an employee until attaining the age of 60 years and had then retired and as if his or her Final Average Salary at retirement had been his or her Final Average Salary at age 60 and counting the Recognised Service which would have been completed by that age;

YA is the period of Recognised Service of the Member before attaining the age of 60 years or 42 years whichever is the lesser;

YP is the period of Recognised Service which the Member would have had if the Member had continued to serve as an employee until attaining the age of 60 years and had then retired or 42 years whichever is the lesser;

C60 is the lump sum factor at age 60 as specified in Schedule 1;

CR is the lump sum factor specified in Schedule 1 with respect to the age in completed years and months at which the Member retires.

(b) A Member who retires at the age of 60 years and has completed Recognised Service of not less than 30 years is entitled to a Pension equal to two-thirds of his or her Final Average Salary.

(c) A Member who retires after the age of 60 years and has completed Recognised Service of not less than 30 years is entitled to a Pension equal to two-thirds of his or her Final Average Salary multiplied by $\frac{C60}{CR}$.

(d) A Member who retires at or after the age of 60 years and has completed Recognised Service of less than 30 years is entitled to a Pension calculated under paragraphs (b) or (c) reduced in the proportion that his or her Recognised Service bears to 30 years.

(e) A Member who retires on or after the Minimum Age for Retirement but before attaining the age of 60 years is entitled to a Pension equal to:

$$N \times \frac{YA}{YP} \times \frac{C60}{CR}$$

3.4 Pension entitlement on retirement through Disability

(a) If a Member contributing for full Benefits retires on the ground of Disability which is not due to his or her own fault, he or she is entitled to the WREV Prospective Retirement Pension.

(b) If a Member contributing for full Benefits retires on the ground of Disability which is due to his or her own fault, he or she is entitled to a Pension calculated in accordance with paragraph (i) as if he or she is a "service benefits contributor" (as defined in Clauses 3.2 and 3.3 of the General Provisions).

(c) A Pension under paragraphs (a) or (b) is to be paid from a date not later than the date of retirement of the Member as the Trustee determines.

(d) Despite paragraph (c), if a Member:

(1) has retired on the ground of Disability; and

(2) was absent from duty by reason of that Disability before the date of his or her retirement; and

(3) has exhausted his or her entitlement to paid leave before the date of his or her retirement,

he or she may make an election under paragraph (e) at his or her date of retirement.

(e) The Member may elect to receive a Pension:

(1) calculated from the date on which he or she ceased to be entitled to paid leave at the rate applicable to his or her Final Average Salary at that date; or

(2) at the rate applicable to the Final Average Salary at the date of his or her retirement.

(f) If a Member elects to receive a Pension in accordance with paragraph (e)(1), he or she is entitled to a refund of any Contributions made after the date on which his or her entitlement to paid leave ceased and interest at the rate which is the prescribed rate under Clause 3.13(a)(1) of this Appendix 6A.

(g) Even though a Member may have been incapable of forming, or unwilling to form, an intention to retire, he or she is to be taken to have retired on the ground of Disability for the purpose of this Clause 3.4 if:

(1) the Trustee has determined that he or she is unable by reason of Disability to perform his or her duties; and

(2) within 6 months of the determination he or she is dismissed from his or her employment or that employment is otherwise terminated and no reason other than Disability is given for the dismissal or termination.

(h) Subject to Clause 3.3 of the General Provisions, if a Category WREV Member who has been classified as a "limited contributor" retires on the grounds of Disability before the age of 60 years the Pension payable is equal to the sum of:

(1) two-thirds of the WREV Prospective Retirement Pension; and

(2) one-third of the WREV Prospective Retirement Pension multiplied by $\frac{M}{TM}$; and

(3) 5% per year of membership (subject to a maximum of 20 years) of the amount of the WREV Prospective Retirement Pension reduced by the total of the amounts specified in paragraphs (1) and (2).

(i) Subject to Clause 3.3 of the General Provisions, if a Category WREV Member who has been classified as a "service benefits contributor" retires on the grounds of Disability before the age of 60 years the Pension payable is equal to the sum of:

(1) 10% of the WREV Prospective Retirement Pension; and

(2) 90% of the WREV Prospective Retirement Pension multiplied by $\frac{M}{TM}$; and

(3) 5% per year of membership (subject to a maximum of 20 years) of the amount of the WREV Prospective Retirement Pension reduced by the total of the amounts specified in paragraphs (1) and (2).

(j) For the purposes of paragraphs (h) and (i):

"**M**" means the period in years for which a Category WREV Member has made contributions to the SSF, the Water Fund and the Fund, including contributions under Clause 2.1 of this Appendix 6A and other unpaid parental leave which is Recognised Service; and

"**TM**" means the years of membership the Member could have completed (including with the SSF, the Water Fund and/or the Fund) from commencement of membership until the age of 60 years.

3.5 Retirement or death after return from leave of absence

(a) This Clause 3.5 applies to a Member who:

(1) returns to duty after being on leave of absence without pay; and

(2) retires on the ground of Disability or dies within the period:

(A) of 3 years of his or her return; or

(B) of time after his or her return which is equal to the period of time for which he or she was absent,

whichever is the lesser.

(b) Unless paragraph (d) applies, if the Member made or was taken to have made an election under Clause 4.3(a)(1) of this Appendix 6A, the Benefits payable are:

(1) those appropriate to "service benefits contributors" (as defined in Clauses 3.2 and 3.3 of the General Provisions); and

(2) calculated in accordance with Clause 3.4(i) of this Appendix 6A.

(c) Unless paragraph (d) applies, if the Member made an election under Clause 4.3(a)(2) of this Appendix 6A the Benefits payable in respect of any increase in Salary immediately on resuming duty are:

(1) those appropriate to "service benefits contributors" (as defined in Clauses 3.2 and 3.3 of the General Provisions); and

(2) calculated in accordance with Clause 3.4(i) of this Appendix 6A.

(d) Paragraphs (b) and (c) do not apply if the Member has made an election under Clause 4.3(a)(3) of this Appendix 6A or has in respect of his or her return to duty undergone a medical examination in accordance with Clause 3.2 of the General Provisions and has been classified as a contributor for limited or full Benefits.

3.6 Pension to Spouse or Children on death of a Member

(a) On the death of a Member before retirement there is to be paid:

(1) unless paragraph (b) applies, to the Spouse during his or her life sixty-six and two-thirds per cent of the WREV Prospective Retirement Pension; and;

(2) to each Child of the deceased Member a Pension at the rate applicable under paragraph (c) or the rate of $312 per annum, whichever is the greater.

(b) A Spouse is not entitled to receive at any one time more than 1 Pension as the Spouse of a deceased Member but is entitled to receive whichever of those Pensions is the greater.

(c) The Pension payable to a Child of a Member under paragraph (a) is:

(1) if there are not more than 2 eligible Children, an amount equal to eleven and one-ninth per cent of the WREV Prospective Retirement Pension; or

(2) if there are 3 or more eligible Children, an amount equal to thirty-three and one-third per cent of the WREV Prospective Retirement Pension divided by the number of eligible Children for the time being.

(d) If a Member had attained the age of 65 years and dies before retirement leaving a Spouse, the Pension of the Spouse is to be determined under

Clause 3.7 of this Appendix 6A as if the Member had retired immediately before his or her death.

(e) In addition to any other Pension payable under this Clause 3.6, if on the death of a Member before retirement:

(1) the Trustee is satisfied that the Member was during any continuous period of absence from duty immediately preceding his or her death incapable of performing his or her duties on the ground of Disability not due to his or her own fault; and

(2) the Member is survived by a Spouse,

the Trustee may authorise payment to the Spouse of a sum not exceeding the amount of Pension which would have been payable to the Member if during the period of absence he or she had been in receipt of a Pension under Clause 3.4 of this Appendix 6A.

(f) Contributions are not required to be made to the Fund for the period in respect of which an amount is calculated under paragraph (e).

(g) Subject to Clause 3.3 of the General Provisions, on the death of a Category WREV Member who has been classified as a "service benefits contributor", the WREV Prospective Retirement Pension for the purposes of paragraphs (a) and (c) must be calculated in accordance with Clause 3.4(i) of this Appendix 6A.

3.7 Pension to Spouse or Children on death of Member who is a Pensioner

(a) On the death of a Member who is a Pensioner there is to be paid:

(1) unless paragraph (b) applies, to the Spouse during his or her life a Pension:

(A) equal to sixty-six and two-thirds per cent of the Pension payable to the deceased at the time of his or her death; or

(B) in the case of a deceased Member who has under Clause 3.8(e) of this Appendix 6A converted part of his or her fortnightly Pension entitlement to an equivalent entitlement by way of a lump sum payment, equal to sixty-six and two-thirds per cent of the Pension that would have been payable to the deceased at the time of his or her death if he or she had not so converted part of his or her Pension; or

(C) at the rate of $130 per annum,

whichever is the greater; and

(2) to each Child of the deceased Pensioner a Pension at the rate applicable under Clause 3.6(c) of this Appendix 6A (adjusted in accordance with Clause 3.22 of the General Provisions up to the date of death of the Pensioner) or the rate of $312 per annum, whichever is the greater.

(b) A Spouse is not entitled to receive at any one time more than 1 Pension as the Spouse of a deceased Pensioner but is entitled to receive whichever of those Pensions is the greater.

(c) Despite anything to the contrary in this Part 6, only one Pension is payable in the case of the death of a deceased Member or Pensioner to a Spouse and if after the Trustee has made reasonable enquiries more than one person should appear to the Trustee to qualify for that Pension then:

(1) if the Member or Pensioner has by request in writing to the Trustee directed that the Pension be paid wholly to one of the persons qualified to receive it or that each is to be paid part, the Trustee must give effect to the expressed intentions;

(2) if paragraph (1) does not apply, the Trustee must in its absolute discretion determine which of the persons who qualifies is to receive the Pension or apportion it between them as the Trustee considers appropriate.

(d) If a person becomes the Spouse of a Pensioner after the Pensioner's retirement, a Pension is not payable to the Spouse on the death of the Pensioner unless:

(1) at the time that the person became the Pensioner's Spouse, the Pensioner was receiving a Pension under Clause 3.4 of this Appendix 6A and had not attained the age of 60 years; or

(2) the person became the Pensioner's Spouse at least 2 years before the Pensioner's death.

(e) If a Spouse:

(1) is entitled to a Pension by virtue of paragraph (d)(2); and

(2) was more than 5 years younger than the Pensioner -

the Pension payable to the Spouse is to be reduced to the Pension that in the opinion of the Actuary is the actuarial equivalent at the date the person became the Pensioner's Spouse of the Pension that would have been payable if the Spouse was 5 years younger than the Pensioner.

(f) A Spouse of a Pensioner who married a Pensioner after his or her retirement is not entitled to receive at the same time a Pension as a surviving Spouse and as a former Member but is entitled whichever of those Pensions is the greater.

3.8 Pensioner may elect to convert part of Pension entitlement to a lump sum payment entitlement

(a) A Pensioner who has not converted any part of his or her Pension to a lump sum or who is receiving a Pension under Clause 3.3 of this Appendix 6A or whose Pension has been reduced under Clause 3.10 of the General Provisions and who has not made an election under paragraph (c), may within the period of 3 months immediately prior to attaining the age of 65 years elect in writing to convert not more than 50 per cent of the Pensioner's fortnightly Pension entitlement and the fortnightly Pension entitlement of his or her Spouse following his or her death to an equivalent entitlement by way of a lump sum payment as determined in accordance with Schedule 1.

(b) If a Pensioner makes an election under paragraph (a), he or she is entitled to the lump sum payment when he or she attains the age of 65 years and his or her Pension and the Pension of his or her Spouse are reduced by the amount of the Pension entitlement converted to a lump sum on the day on which he or she becomes entitled to the lump sum payment.

(c) A Member or Pensioner who is or will be entitled to a Pension under Clause 3.3 of this Appendix 6A may within the period commencing 3 months prior to his or her retirement and ending 3 months after his or her retirement (or any later date fixed by the Trustee) elect in writing to convert not more than 50 per cent of the Pensioner's fortnightly Pension entitlement and the fortnightly Pension entitlement of his or her Spouse following his or her death or a greater amount of Pension as may be determined by the Trustee to an equivalent entitlement by way of lump sum payment as determined in accordance with Schedule 1.

(d) If a Member or Pensioner makes an election under paragraph (c), he or she is entitled to the lump sum payment on retirement or on the day on which he or she makes the election (whichever is the later) and his or her Pension and the Pension of his or her Spouse are reduced by the amount of the Pension entitlement converted to a lump sum on the day on which he or she becomes entitled to the lump sum payment.

(e) A person making an election under paragraphs (a) or (c) may request that no proportion of the fortnightly Pension entitlement of his or her Spouse following his or her death is to be converted into a lump sum payment.

(f) If paragraph (e) applies, Schedule 1 has effect as if each lump sum factor specified in column 2 of Schedule 1 was reduced by $2.00.

(g) This Clause 3.8 does not enable a Member or Pensioner who after he or she has attained the Minimum Age for Retirement has received a Pension under Clause 3.4 of this Appendix 6A to elect to convert any of his or her fortnightly Pension entitlement under Clause 3.3 of this Appendix 6A to a lump sum entitlement unless that Member or Pensioner has resumed duty and was on duty during the whole of the period of 12 months immediately prior to his or her retirement on account of age.

(h) A person is not entitled to make more than 1 election under this Clause 3.8 unless the Trustee otherwise determines.

3.9 Spouse of Pensioner aged 60 years or over entitled to convert part of Pension to a lump sum

(a) A person who is aged 60 years or over and is entitled to a Pension as the Spouse of a Member or former Member may:

(1) within 12 months of attaining the age of 60 years; or

(2) in the case of the Spouse of a Member or former Member, within the period of 12 months immediately after the death of the Member or former Member;

elect in writing to convert part of his or her fortnightly Pension entitlement to a lump sum payment as determined by the Trustee.

(b) A person is not entitled to convert to an equivalent lump sum payment an amount greater than 50 per cent of his or her fortnightly Pension entitlement.

(c) A person who makes an election under paragraph (a) is entitled to the lump sum payment on the day on which the election is made.

(d) The person's Pension is to be reduced by the amount of the Pension entitlement converted to a lump sum on the day on which the person becomes entitled to the lump sum payment.

3.10 Spouse of deceased Member or Dependant under age 60 may convert whole of Pension to a lump sum

(a) A person:

(1) entitled to a Pension as the Spouse of a Member or former Member; and

(2) who is under the age of 60 years at the date of death of the Member or former Member,

may within the period of 12 months immediately after the death elect in writing to convert his or her fortnightly Pension entitlement to a lump sum payment equal to the annual Pension entitlement of that person immediately prior to his or her election multiplied by 7.

(b) A person who makes an election under paragraph (a) is entitled to the lump sum payment on the day on which the election is made and the person's Pension ceases to be payable on that day.

3.11 Payment on death of Member before retirement

(a) If on the death of a Member a Pension is not payable to a Spouse under Clause 3.6 or Clause 3.7 of this Appendix 6A, there is to be paid to his or her personal representative the actual amount contributed by him or her to the SSF, the Water Fund and the Fund and interest at the rate which is the prescribed rate under Clause 3.13(a) of this Appendix 6A less the amount certified by the Actuary as being necessary to pay any Pension payable to his or her Children.

(b) This Clause 3.11 does not apply if a Pension was payable under Clause 3.6 or Clause 3.7 of this Appendix 6A and has been wholly converted into a lump sum.

3.12 Retrenchment of Member

(a) A Member who is Retrenched is entitled either:

(1) to a lump sum payment of an amount equal to:

$$N \times \frac{YA}{YP} \times C \times C60; \text{ or}$$

(2) to elect a deferred Pension equal to:

$$N \times \frac{YA}{YP} \times C$$

where N, YA, YP and C60 have the same meanings as in Clause 3.3(a) of this Appendix 6A and C has the same meaning as in Clause 3.13(b) of this Appendix 6A.

(b) If an election is not made under paragraph (a)(2) the Trustee must determine the Benefits to which the Member is entitled.

3.13 Rights on Resignation

(a) Subject to paragraph (e), if a Member Resigns, he or she may elect within 1 month of his or her Resignation to receive either:

(1) a lump sum Benefit equal to the amount of the contributions paid by him or her to the SSF, the Water Fund and the Fund and interest at the rate determined by the Trustee and a deferred Pension calculated in accordance with the formula:

$N \times \frac{(YA - X)}{YP} \times C \times \frac{5}{7}$; or

(2) a lump sum Benefit equal to the amount of the contributions due and paid by him or her during the last X years and interest at the rate determined by the Trustee and a deferred Pension calculated in accordance with the formula:

$$N \times \frac{(YA - X)}{YP} \times C$$

(b) For the purposes of paragraph (a), **N**, **YA** and **YP** have the same meanings as in Clause 3.3(a) of this Appendix 6A and **C** means the contribution factor in accordance with the following table with values for intermediate ages being calculated to the lower 0.01:

Age	Factor
50	1.00
45	.90
40	.80
35	.70
30 or less	.60

X means the lesser of:

(1) the excess (if any) of 50 years over the age of the Member in years and completed months; and

(2) 5 years.

(c) For the purposes of paragraphs (a) and (b), "Recognised Service" included in "YA" and "YP" includes unpaid parental leave up to 12 months for each confinement if the Member has returned for at least 12 months of paid employment after the period of unpaid parental leave and any period of unpaid leave during which Contributions have been paid under Clause 4.3 of this Appendix 6A.

(d) If a Member elects to receive a lesser lump sum Benefit, the Trustee on the advice of the Actuary must grant an additional amount of deferred Pension.

(e) Paragraph (a) does not apply in respect of any person who:

(1) has received a Pension following retirement on the ground of Disability; and

(2) subsequently is re-employed by the Employer,

unless that person continues to make Contributions for a period of not less than 12 months.

(f) If a Member does not make an election under paragraph (a), the Trustee must determine the Benefits to which the Member is entitled.

(g) Despite paragraph (a), if a Member is entitled to a deferred Pension equal to less than 1 per cent of Salary, he or she may elect to receive an equivalent lump sum Benefit.

3.14 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 lump sum value of the Pension (as determined by the Trustee on the advice of the Actuary) that the Member would have been entitled to receive under this Appendix 6A 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 Appendix 6A, the Trustee must adjust any Benefit payable from the Fund to take account of any payment made under this Clause 3.14.

4 Other terms and conditions

4.1 Provisions applying to deferred Pensions

(a) If a person who is entitled to a deferred Pension is not a Pensioner but is unable to work because of a Disability, this Part 6 applies with such adaptations as are necessary in all respects as if he or she was a Member who had become unable to perform his or her duties because of Disability but:

(1) Clause 3.4 of this Appendix 6A applies as if any reference to the WREV Prospective Retirement Pension was a reference to "Pension which he or she had elected to receive on attaining the age of 60 years"; and -

(2) any Pension under this paragraph may cease to be payable during any period the Trustee thinks fit.

(b) On the death of a person who is entitled to a deferred Pension and is not a Pensioner, he or she is deemed to have been a Member at the date of his or her death and this Part 6 applies accordingly but the Pension to which his or her Spouse is entitled is to be two-thirds of the Pension which the deceased would have received on attaining the age of 60 years.

(c) If a person who is entitled to a deferred Pension has a Spouse who became a Spouse after becoming entitled to the deferred Pension, a Pension is not payable upon the person's death:

(1) to his or her Spouse; or

(2) in respect of any Children of that Spouse and that person born after the Spouse became the person's Spouse.

(d) Subject to paragraph (e), Clause 3.8 of this Appendix 6A applies to a person entitled to a deferred Pension as if he or she was a Member entitled to a Pension under Clause 3.3 of this Appendix 6A at the time the deferred Pension became payable.

(e) Clause 3.8 of this Appendix 6A applies to a person who becomes entitled to deferred benefit under Clause 3.13(a)(1) of this Appendix 6A on or after 1 April 1991 as if:

(1) he or she was a Member entitled to a Pension under Clause 3.3 of this Appendix 6A at the time the deferred Pension became payable; and

(2) the Trustee had determined under Clause 3.8(h) of this Appendix 6A that 2 elections could be made; and

(3) the lump sum Benefit paid under Clause 3.13(a)(1) of this Appendix 6A is the lump sum equivalent to 20 per cent of the deferred Pension.

(f) The deferred Pension is payable upon the Member attaining the age of 60 years.

(g) A Member may elect to receive a deferred Pension at any time after attaining the Minimum Age for Retirement.

(h) If a Member makes an election under paragraph (g), the deferred Pension must be multiplied by $\frac{C60}{CR}$ where C60 and CR have the same meanings as in Clause 3.3(a) of this Appendix 6A.

(i) If the Australian Prudential Regulation Authority approves in writing the payment of part or all of a Member's deferred Pension as a cash payment, the Trustee must pay the amount specified in the approval to the Member.

(j) The deferred Pension of a Member who receives a payment under paragraph (i) must be reduced by such amount as is determined by the Trustee on the advice of the Actuary.

4.2 Payments to Children

(a) If a Benefit is not payable to a Spouse of a Member the Pension for each Child of the Member is to be at the rate applicable under paragraph (b) or at the rate of $624 per annum whichever is the greater.

(b) The Pension payable to each Child of a Member is:

(1) if there is 1 eligible Child, an amount equal to 45 per cent of the WREV Prospective Retirement Pension; or

(2) if there are 2 eligible Children, an amount equal to 40 per cent of the WREV Prospective Retirement Pension; or

(3) if there are 3 or more eligible Children, an amount equal to the WREV Prospective Retirement Pension divided by the number of eligible Children in respect of whom the Pension is for the time being payable.

(c) This section does not apply if a Pension was payable under Clause 3.6 or 3.7 of this Appendix 6A and has been wholly converted into a lump sum.

4.3 Election in respect of leave of absence without pay

(a) A Member who is on leave of absence without pay (except leave on the grounds of Ill-Health) for at least 4 weeks may in respect of the period of the leave for a period not exceeding 7 years if the Member is on parental leave or not exceeding 2 years if the Member is on leave for any other reason except Ill-Health elect:

(1) to pay no Contributions; or

(2) to pay Contributions at half the rate of the Contributions which would be payable by the Member if he or she had not taken leave and had continued to work at the Salary payable to him or her on the date on which the leave commences or at such other rate as is determined by the Actuary; or

(3) to pay Contributions at 4 times the rate of Contributions which would be payable by him or her if he or she had not taken the leave and had continued to work at the Salary which would have been payable to him or her during the period of the leave.

(b) The election is of no effect unless:

(1) it is made in writing; and

(2) it is made not later than 1 month from the date on which the leave commences; and

(3) if paragraph (c) applies, it is accompanied by a sum equivalent to the total of all Contributions payable throughout the period of the leave in accordance with the election.

(c) The Trustee may, on the application of that person permit the Contributions payable in accordance with the election to be paid by him or her during his or her absence in smaller sums and at periods as the Trustee determines.

(d) The election takes effect on the date on which the leave commences.

(e) A Member who is absent on leave without pay, otherwise than on the grounds of Ill-Health, and who does not before the expiration of 1 month from the date on which the leave commences make an election is for the purposes of this Part 6 to be regarded as having made an election under paragraph (a)(1).

(f) If a person who makes or is to be regarded as having made an election under paragraph (a)(1):

(1) retires on grounds of Disability; or

(2) dies,

more than 1 month after the leave commences but before the end of the leave, Benefits are payable under this Part 6 to the person who would but for the taking of the leave have been entitled to Benefits on the death or retirement of the Member and the Benefits are calculated as though the Member had voluntarily Resigned from his or her employment on the date of his or her death or retirement.

(g) If a Member makes an election under paragraph (a)(2), he or she must until he or she returns to duty have the same entitlements to Benefits under this Part 6 as he or she would have had if he or she had paid Contributions at the rate which would have been payable by him or her if he or she had not taken the leave and had continued to work at the Salary payable to him or her on the date on which the leave commences.

(h) If a Member makes an election under paragraph (a) and becomes entitled to a Benefit which is directly related to the amount of Contributions he or she has made to the SSF, the Water Fund and the Fund, any Contributions paid by him or her in consequence of an election under paragraph (a)(2) or (a)(3) are to be disregarded in determining the amount of that Benefit, but, subject to paragraph (i), in the case of an election under paragraph (a)(3) six-sevenths of the Contributions so paid are payable to him or her as an additional Benefit with interest at the rate set out in Clause 3.13(a) of this Appendix 6A.

(i) If a Member who has made an election under paragraph (a)(2) or (a)(3):

(1) returns to duty upon the expiration of the period for which the leave was granted; and

(2) makes Contributions in accordance with this Part 6 for a period of not less than 12 months,

the whole of the amount of the Contributions paid by the Member to the SSF, the Water Fund and the Fund in consequence of the election are payable to the Member as an additional Benefit with interest at the rate set out in Clause 3.13(a) of this Appendix 6A.

Appendix 6B

1 Application of this Appendix 6B

The provisions of this Appendix 6B apply to Category WNEW Members only.

2 Member Contributions

2.1 Contribution rates

(a) Except as provided in paragraph (b) , a Member must make Contributions to the Fund at a rate specified in the following Table at the Member's election:

Contribution as a percentage of Salary
Nil
3.0%
5.0%
7.0%

(b) A Member can only elect to contribute at a rate equal to 7 per cent of his or her Salary if:

(1) he or she is over age 40; or

(2) contributing at that rate will not make him or her eligible to an accrued retirement benefit greater than that for which he or she would be eligible by contributing at the rate of 5 per cent of his or her Salary for the whole of his or her period of:

(A) Recognised Service; and

(B) service as an officer prior to 1 July 1988 during which no contributions were made to the SSA (but only to the extent that this period of service does not include the period referred to in paragraph (a)); and

(C) earlier continuous service approved by the Trustee in respect of which no deferred benefit can become payable under another statutory superannuation scheme.

(c) For the purposes of paragraph (b), "**Recognised Service**" includes unpaid parental leave up to 12 months for each confinement if the Member has returned for at least 12 months of paid employment after the period of unpaid parental leave.

(d) A Member may elect to change his or her rate of Contribution on the day or days in any calendar year fixed by the Trustee as the day or days on which Members or a class of Members of which he or she is a Member may elect to change their rate of Contributions.

(e) The changed contribution is payable as from and inclusive of the pay day on or next following the day being 2 months after the day fixed under paragraph (d).

(f) An election continues in force until another election is made in accordance with this Clause 2.1.

(g) Until a Member makes an election he or she is to be treated as having elected not to contribute.

(h) A Member ceases to be obliged to make Contributions after that Member reaches age 65, unless the Member and the Trustee agree otherwise.

3 Benefits

3.1 Retirement of Member

(a) A Member is entitled to a lump sum equal to his or her accrued retirement benefit on retirement on or after the Minimum Age for Retirement or on attaining age 65.

(b) The accrued retirement benefit of a Member is the sum of:

(1) an amount representing previous benefit accruals under the SSF and/or Water Fund, as notified to the Trustee by the trustee of the Water Fund; and

(2) the sum of:[1]

(A) 10 per cent of the Final Average Salary of the Member for each year of Recognised Service in which he or she has not contributed to the Fund; and

(B) 16 per cent of the Final Average Salary of the Member for each year of Recognised Service in which he or she contributed 3 per cent of Salary to the Fund; and

(C) 20 per cent of the Final Average Salary of the Member for each year of Recognised Service in which he or she contributed 5 per cent of Salary to the Fund; and

(D) 24 per cent of the Final Average Salary of the Member for each year of Recognised Service in which he or she contributed 7 per cent of Salary to the Fund.

3.2 Death of Member before retirement

(a) A Member may register with the Trustee the names of persons which he or she considers to be his or her Dependants (other than a Spouse or Child) for the purposes of this Clause 3.2.

(b) On the death of a Member before retirement who has not attained the age of 60 years, the Trustee must apportion between those of his or her Dependants

[1] These accrual rates may be affected by the taxation provision in Clause 3.23 of the General Provisions.

that the Trustee considers appropriate a lump sum equal to the accrued retirement benefit which would have been payable if the Member had retired at 60 years of age and was contributing at 3 per cent of Final Average Salary from the date of death until the date of retirement as if his or her Final Average Salary at death had been his or her Final Average Salary at the date of retirement.

(c) On the death of a Member before retirement who has attained the age of 60 years the Trustee must apportion between those of his or her Dependants that the Trustee considers appropriate a lump sum equal to his or her accrued retirement benefit.

(d) On the death of a Member before retirement the Trustee must pay to each Child of the Spouse or the deceased Member:

(1) for each eligible Child not exceeding 4, a Pension equal to 5 per cent of the Member's Final Average Salary; or

(2) if there are more than 4 eligible Children, for each eligible Child an equal share of 20 per cent of the Member's Final Average Salary.

(e) If on the death of a Member before retirement there are no Dependants, the Trustee must pay to his or her personal representative the actual amount contributed by him or her to the SSF, to the Water Fund and to the Fund and interest at the rate set out in Clause 3.6(a) of this Appendix 6B.

(f) The Trustee may assume that there are no Dependants for the purposes of paragraph (e) if:

(1) no Dependants have been registered under paragraph (a); and

(2) the Trustee has not received any claims by Dependants within 12 months of the death of the Member.

3.3 Retirement through Disability

(a) If a Member retires on the ground of Disability before he or she attains 60 years of age he or she is entitled to a Pension for life at the rate of one-twelfth of the accrued retirement benefit which would have been payable if the Member had retired at 60 years of age and was contributing from the date of retirement until the date on which he or she would attain 60 years of age at the higher of:

(1) 5 per cent of Salary; or

(2) the highest rate at which the Member has contributed for more than half of the 3 years immediately preceding retirement;

as if his or her Final Average Salary at the date of retirement had been his or her Final Average Salary at the date on which he or she would attain 60 years of age.

(b) No Benefit calculated under this Clause 3.3 shall be less than the Benefit that would have been payable had the Member retired due to Disability before he or she attained 60 years of age immediately before section 78(4) of the *Public Sector Superannuation (Administration) Act (Vic)* 1993 came into operation.

(c) If a Member continues to receive a Pension under paragraph (a) until he or she attains 65 years of age, he or she may elect to receive a lump sum equal to his or her accrued retirement benefit calculated at the date of retirement instead of continuing to receive a Pension under paragraph (a).

(d) If the Member retires on the ground of Disability after attaining age 65, he or she is entitled to the Benefit set out in Clause 3.1 of this Appendix 6B.

(e) Despite paragraphs (a) and (c), the Trustee may at its discretion determine that instead of the Pension at the rate under paragraph (a) the Member is to receive:

(1) a lump sum equal to a part or all of the accrued retirement benefit; and

(2) a Pension at the rate of one-twelfth of the balance of the accrued retirement benefit,

in the proportions determined by the Trustee.

(f) If the Member receives a lump sum equal to all of the accrued retirement benefit, the Member ceases to have any entitlement to a Pension.

(g) If the Member dies before attaining the age of 65 years the Trustee must pay to the Dependants or other persons that it determines a lump sum equal to:

$$D \times \frac{(312 - X)}{312}$$

where:

D means the accrued retirement benefit that would have been payable if he or she had died on the date of retirement increased in the proportion that the Pension payable under this section was increased under Clause 3.22 of the General Provisions between the date of retirement and the date of death;

X means the number of instalments of Pension already paid.

3.4 Retirement due to Ill-Health

If the Trustee considers that a Member has retired on the ground of Ill-Health not constituting Disablement, the Member is entitled to a lump sum equal to the accrued retirement benefit at the time of his or her retirement.

3.5 Retrenchment

A Member who is Retrenched is entitled to a lump sum equal to the accrued retirement benefit at the time of his or her Retrenchment.

3.6 Resignation

(a) If a Member Resigns he or she is entitled to:

(1) a lump sum Benefit equal to the amount of the Contributions paid by him or her to the SSF, the Water Fund and the Fund and interest at the rate determined by the Trustee; and

(2) a deferred benefit calculated in accordance with the formula:

$$(A - B) \times \frac{(S - X)}{S}$$

Where:

A means the accrued retirement benefit at the time of his or her Resignation expressed as a multiple of Final Average Salary;

B means the lump sum Benefit under paragraph (1) expressed as a multiple of Final Average Salary;

S means years of Recognised Service (including as a Category WREV Member and as a "revised scheme member" as defined in the SSA) and includes up to 12 months unpaid parental leave for each confinement if the Member has returned for at least 12 months of paid employment after the period of unpaid parental leave;

X has the same meaning as in Clause 3.13 of Appendix 6A;

(b) Despite paragraph (a), a Member who is entitled to a deferred benefit of less than 10 per cent of Final Average Salary may elect to receive an equivalent lump sum Benefit.

(c) A deferred benefit is payable at the earlier of -

(1) a request of the former Member at or after the Minimum Age for Retirement; or

(2) the Disability of the former Member; or

(3) the death of the former Member in which case the deferred benefit is payable in accordance with Clause 3.2 of this Appendix 6B; or

(4) the attainment of the former Member of the age of 65 years.

(d) If the Australian Prudential Regulation Authority approves in writing the payment of part or all of a Member's deferred benefit calculated under paragraph (a)(2), the Trustee must pay the amount specified in the approval to the Member.

(e) The deferred benefit of a Member who receives a payment under paragraph (d) must be reduced by such amount as is determined by the Trustee on the advice of the Actuary.

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 Appendix 6B 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 Appendix 6B, the Trustee must adjust any Benefit payable from the Fund to take account of any payment made under this Clause 3.7.

4 Terms and conditions relating to intermittent service

(a) If a Member takes a period of unpaid leave of absence of 4 weeks or more he or she may elect to make Contributions in respect of that leave at a rate of 1.5 per cent of Salary (or such other percentage as determined by the Trustee on the advice of the Actuary) immediately before the commencement of the leave for a period not exceeding:

  (1) 7 years, if the Member is on parental leave; or

  (2) 2 years, if the Member is on leave for any other reason except Ill-Health.

(b) The election is of no effect unless:

  (1) it is made in writing; and

  (2) it is made not later than 1 month from the date on which the leave commences; and

  (3) unless paragraph (c) applies, it is accompanied by a sum equivalent to the total of all Contributions payable throughout the period of the leave in accordance with the election.

(c) The Trustee may, on the application of that person permit the Contributions payable in accordance with the election to be paid by him or her during his or her absence in smaller sums and at periods as the Trustee determines.

(d) The election takes effect on the date on which the leave commences.

(e) A Member who is absent on leave without pay, otherwise than on the grounds of Ill-Health, and who does not before the expiration of 1 month from the date on which the leave commences make an election for the purposes of this Appendix 6B, is to be regarded as having made an election not to make any Contributions.

(f) If a Contribution is made under paragraph (a):

  (1) the period of unpaid leave is to be treated as service for the purposes of Clause 3.6(a) of this Appendix 6B; and

  (2) the Member is entitled to death and Disability Benefits in the event of death or Disability before his or her return from leave as if he or she had returned from leave on the day that the death or Disability occurs.

(g) A Contribution is not required if the period of unpaid leave is not more than 4 weeks.

(h) If a Contribution is not made only the service before and the service after the period of unpaid leave is to be counted in relation to any Benefit entitlement upon return from leave.

(i) If a Member Resigns and subsequently resumes service and contributes to the Fund for 3 years his or her previous accrued retirement benefit less the multiple of Final Average Salary paid as a lump sum Resignation Benefit is to be included in his or her subsequent Benefit entitlement.