

TELSTRA SUPERANNUATION SCHEME

("Scheme")

Special Determination

Subject Matter of Determination: Leave Without Pay - Special Conditions
- division 2 and division 5.

Effective Date: 1 July 1998

1 Interpretation

1.1 Definitions in Deed

- (a) Except where expressly defined otherwise in this Determination, a word or expression defined in the Deed has, when used in this Determination, the same meaning as that word or expression is given in the Deed.
- (b) This Determination is subject to part 1.2 of the Deed.
- (c) This Determination applies to division 2 and division 5 of the Deed.

1.2 Special definitions

In this Determination -

"Approved Employer" means in relation to a Member of division 2 or division 5 (as applicable) who is on Special Approved Leave an entity, body or organisation which is approved by the Principal Employer and which -

- (a) ensures that any contributions payable to the Scheme by the Member are efficiently collected and paid to the Scheme;
- (b) pays amounts to or in connection with the Scheme on the basis, and in the manner, determined by the Principal Employer from time to time; and
- (c) generally provides information and assistance reasonably required for the proper operation of the Scheme as it affects the Member.

"Authorised Delegate" means at any particular date and for any particular purpose a person who is an authorised delegate of the Principal Employer at that time and for that purpose in accordance with relevant delegations made by the Principal Employer.

"Leave Without Pay" means in relation to a Member of division 2 or division 5 (as applicable) absence from active employment with the Employer (other than by reason of illness, injury or infirmity) with the approval of the Employer but without any entitlement to remuneration from the Employer or any payment in lieu thereof.

“Seconded Member” means a Member of division 2 or division 5 who is for the time being -

- (a) on Leave Without Pay; and
- (b) engaged in gainful work for or with an Approved Employer.

“Seconded Membership” means in relation to a Member any period of Division 2 Membership or Division 5 Membership (as applicable) when the Member is a Seconded Member but not including any period during or in respect of which the Approved Employer fails to satisfy any of the conditions provided for in paragraphs (a), (b) and (c) of the definition of “Approved Employer”.

“Special Approved Leave” means in relation to a Member of division 2 or division 5 (as applicable) -

- (a) in the case of a female Member, absence from duty in accordance with the Maternity Leave (Commonwealth Employees) Act 1973, as amended or re-enacted from time to time;
- (b) parental or adoptive parents leave, up to 40 weeks in the 66 weeks after the birth of a child of the Member or the adoption of an infant by the Member;
- (c) study leave, to undertake a course of study approved by the Employer; or
- (d) any period of Seconded Membership.

1.3 Clarification

An Authorised Delegate may resolve any doubt regarding the interpretation or effect of this Determination.

2 Leave Without Pay for purposes of division 2

2.1 Definition

“Extended Leave Without Pay” means in relation to a Member of division 2 a continuous period of Leave Without Pay exceeding 12 calendar weeks, but not including any Special Approved Leave.

2.2 Extended Leave Without Pay: Special Conditions

(a) No contributions by Member

A Member of division 2 shall not make Defined Benefit Contributions to the Scheme, and there will be no Employer contribution in respect of the Member, during Extended Leave Without Pay. However, the Member may make Accumulation Contributions to the Scheme.

If a Member is granted Leave Without Pay for less than 12 calendar weeks and that leave is subsequently extended with the approval of the Employer and becomes or forms part of Extended Leave Without

Pay, any Defined Benefit Contributions paid to the Scheme by the Member during that Leave Without Pay shall be repaid to the Member.

(b) **No Fund Membership**

A Member's Division 2 Membership shall not include any period of Extended Leave Without Pay.

2.3 Other Leave Without Pay: No Special Conditions

No special conditions shall apply under this Determination during or in respect of any Leave Without Pay which does not fall within Extended Leave Without Pay. However, the Special Determination regarding Salary contains special provisions regarding the Salary of a Member of division 2 while he or she is a Seconded Member.

3 Leave Without Pay for purposes of division 5

3.1 Contributory Members

(a) **Options**

A Contributory Member of division 5 who is making Defined Benefit Contributions to the Scheme immediately prior to commencing the period of Leave Without Pay or Special Approved Leave will have the option of:

- (1) continuing to make Defined Benefit Contributions to the Scheme at the frequency and in the manner agreed between the Member and the Employer; or
- (2) ceasing to contribute to the Scheme upon the commencement of the period of Leave Without Pay or Special Approved Leave.

(b) **Election of continuation of Defined Benefit Contributions**

If a Contributory Member of division 5 elects to continue Defined Benefit Contributions as provided in clause 3.1(a)(1) of this Determination, then during the period of Leave Without Pay or Special Approved Leave so long as the agreed Contributions are received from the Member and any Approved Employer in the manner agreed between the Member and the Employer:

- (1) all benefits under the Deed will continue to accrue in respect of the Member, with the exception of Temporary Total Disablement benefits which will cease to be available on the date of the commencement of the period of Leave Without Pay or Special Approved Leave; and
- (2) Salary for contribution and benefit purposes in this clause 3.1(b) will be the Salary that applied on the Member's last day of paid work with an Employer immediately prior to the

commencement of the period of Leave Without Pay or Special Approved Leave.

(c) **Election of cessation of Defined Benefit Contributions**

If a Contributory Member of division 5 elects to cease Defined Benefit Contributions as provided in clause 3.1(a)(2) of this Determination, then during the period of Leave Without Pay or Special Approved Leave benefits under the Deed will not continue to accrue in respect of the Member after the date of the commencement of the period of Leave Without Pay or Special Approved Leave and Temporary Total Disablement benefits will cease to be available on the date of the commencement of the period of Leave Without Pay or Special Approved Leave, except that:

- (1) death and Total and Permanent Invalidity benefits will continue to be available until two years have passed since the Member's last day of paid work with an Employer; and
- (2) Salary for benefit purposes in this clause 3.1(c) will be the Salary that applied at the Member's last day of paid work with an Employer immediately prior to the commencement of the period of Leave Without Pay or Special Approved Leave.

(d) **Subsequent cessation of Defined Benefit Contributions**

If a Contributory Member of division 5 elects to continue Defined Benefit Contributions as provided in clause 3.1(a)(1) of this Determination but:

- (1) during the period of Leave Without Pay ceases at anytime to make Defined Benefit Contributions at the prescribed rate or in the agreed manner, then the Member's benefits will cease to accrue from the date the Member's last Defined Benefit Contribution is received by the Trustee except that death and Total and Permanent Invalidity benefits will continue to be available until two years have passed since the date the Member's last Defined Benefit Contribution was received by the Trustee; or
- (2) during the period of Special Approved Leave the Approved Employer ceases at any time to make the required contributions then:
 - (A) the Member's benefits will cease to accrue under the Deed from the date the Approved Employer's last contribution is received by the Trustee except that death and Total and Permanent Invalidity benefits will continue to be available until two years have passed since the date the Approved Employer's last contribution was received by the Trustee; and
 - (B) any contributions made by the Member after the Approved Employer's contributions have ceased will be

deemed to be a contribution to the Member's Voluntary Account and so credited.

3.2 Non-Contributing Members

- (a) For a Non-Contributory Member of division 5 or a Contributory Member of division 5 who is not making Defined Benefit Contributions immediately prior to commencing the period of Leave Without Pay or Special Approved Leave:
- (b) death and Total and Permanent Invalidity benefits will continue to be available until two years have passed since the Member's last day of paid work with an Employer; and
- (c) Salary for benefit purposes in this clause 3.2 will be the Salary that applied on the Member's last day of paid work with an Employer immediately prior to the commencement of the period of Leave Without Pay or Special Approved Leave; and
- (d) all other benefits (except for those mentioned in clause 3.2(a)) in respect of the Member shall cease to accrue and Temporary Total Disablement benefits will cease to be available on the date of the commencement of the period of Leave Without Pay or Special Approved Leave.

This Determination entirely replaces any previous Special Determination regarding the specified Subject Matter, with effect on the Effective Date.

Authorised Delegate of Principal Employer

Full Name:

Anthony P. Chelcowski

Signature:

[Handwritten Signature]

Date:

3/7/02