

THE UNITING CHURCH IN AUSTRALIA BENEFICIARY FUND

EMPLOYER COMMITTEE CHARTER

BACKGROUND

1. The Employer Committee is established by the Assembly Standing Committee of The Uniting Church in Australia to which authority has been delegated to exercise the powers and discretions exercisable by the Assembly of the Uniting Church in Australia (**Assembly**) under the rules of The Uniting Church in Australia Beneficiary Fund, a Plan within the Corporate Division of the Mercer Super Trust (**Plan**).
2. The trustee of the Mercer Super Trust is Mercer Superannuation (Australia) Limited (**Mercer**). The Assembly is the "Participant" of the Plan and has executed an agreement with Mercer (**Participation Agreement**) which records the terms and conditions of the Assembly's participation in the Mercer Super Trust.
3. The Employer Committee has been established to exercise the powers and discretions exercisable by the Assembly and Employers under the rules of the Plan (**Employer Powers**) in order to facilitate the proper governance and administration of the Plan, having regard to the infrequent meetings of the Assembly and the need for a fixed and regular point of contact.
4. The members of the Employer Committee are the members of the Policy Committee of the Plan.
5. The Employer Committee wishes to adopt the following rules and guidelines, being rules or guidelines that it considers desirable or appropriate in order to govern the committee and assist in its operation.

OBJECTS

6. The objects of the Employer Committee are to:
 - (a) exercise, on behalf of the Assembly, the Employer Powers in a prudent and responsible manner; and
 - (b) act as a readily available point of contact for the Actuary of the Plan (where required) and Mercer, where Mercer requires information or instructions from the Assembly or an Employer in relation to the Plan.

EMPLOYER COMMITTEE REPRESENTATIVE

7. The Employer Committee must appoint from its members a representative (**Employer Committee Representative**) who is authorised to:
 - (a) act as a point of contact for Mercer, having regard to the desirability of providing Mercer with a single point of contact who can communicate to Mercer the decisions of the Employer Committee and who can be contacted by Mercer if Mercer requires the Employer Committee to exercise any of the Employer Powers; and
 - (b) exercise on behalf of the Employer Committee any of the Employer Powers that the Employer Committee determines relate to routine or minor administrative matters.

8. If the Employer Committee Representative exercises an Employer Power, he or she must inform the Employer Committee at the next meeting of the Employer Committee.

EMPLOYER COMMITTEE MEETINGS

9. Subject to rule 10, the Employer Committee will meet:
 - (a) immediately following every meeting of the Plan's Policy Committee; and
 - (b) as soon as reasonable and practicable (having regard to paragraph 9(a)) following a request by Mercer for the Employer Committee to consider exercising an Employer Power, to consider exercising that Employer Power, and, as soon as practicable after the meeting, advise Mercer of the outcome.
10. The Employer Committee does not have to meet to discuss the exercise of an Employer Power if the Employer Committee Representative has authority to exercise that Employer Power and has exercised that power.
11. A meeting of the Employer Committee may otherwise be called by a member of the Employer Committee giving reasonable notice to every other member.
12. A meeting of the Employer Committee may be called or held using any technology consented to by all the Employer Committee members.
13. The Employer Committee members must elect a member to chair their meetings.
14. Unless the members of the Employer Committee determine otherwise, the quorum for a meeting of the Employer Committee is two thirds of the total number of Employer Committee members.
15. Any decision made at a meeting of the Employer Committee (including a decision as to whether or not to exercise an Employer Power) must be made unanimously by those in attendance at the meeting.
16. If a unanimous decision in relation to the exercise of an Employer Power cannot be made, the matter must be referred to the General Secretary of the Assembly to determine whether the matter should be referred to the Assembly or its Standing Committee for determination.
17. The Employer Committee must keep or cause to be kept minute books recording the proceedings and decisions made at each meeting of the Employer Committee.

EMPLOYER POWERS TO BE EXERCISED IN ACCORDANCE WITH ASSEMBLY DIRECTIONS AND PLAN RULES

18. The Employer Powers must be exercised by the Employer Committee:
 - (a) in accordance with any policy, guideline or specific direction of the Assembly or the Assembly Standing Committee given at any time which relates to the exercise of that power, authority or discretion;
 - (b) subject to the rules of the Plan; and
 - (c) only in furtherance of the objects set out in paragraph 6.
19. If the Employer Committee determines it is appropriate or desirable to report to the Assembly, the Assembly Standing Committee or the General Secretary of the Assembly that an Employer Power will be or has been exercised, the Employer Committee must report to the Assembly, the Assembly Standing Committee or the General Secretary of the Assembly as applicable.
20. If the Employer Committee determines that the exercise of an Employer Power may impact an "Employer" (as defined in the Annexure to the Participation Agreement, other than the

Participant), the Employer Committee may consult with the relevant Employer as it considers appropriate.

21. Attachment A lists the Employer Powers and, for each Employer Power:
 - (a) whether the Employer Committee considers that the exercise of the Employer Committee should be reported to the Assembly in accordance with paragraph 19; and
 - (b) whether the Employer Power may be exercised by the Employer Committee Representative in accordance with paragraph 7.

APPROVAL AND AMENDMENT OF CHARTER

22. The Employer Committee Charter has been approved by the Assembly, and may be amended from time-to-time with the approval of the Assembly.

ATTACHMENT "A" - EMPLOYER POWERS

	Clause Reference	Description of Employer Power	Delegated to Employer Committee Representative?	Exercise of Employer Power to be reported to Assembly?
1.	Participation Agreement, clause 2.1(f)	Nominate persons who can nominate to the Trustee new employees of the Plan, authorise requests for payment of benefits, or for any other purpose relating to the administration of the Plan.	Yes	No
2.	Designated Rule 2.1 (as amended by clause 1.2.5 of Annexure)	Give consent to the Trustee to appoint or replace the Actuary.	No	Yes
3.	Designated Rule 3.2 (as amended by clause 1.2.6 of Annexure)	Give consent to admission of other Employers to the Plan.	Yes	No
4.	Designated Rule 5.1	Appoint a person as a replacement Participant in an Employer plan with consent of that person and the Trustee.	No	Yes*
5.	Designated Rule 6.1	Give consent to admit an Employee as a Member of the Plan at a later date than the date the Trustee accepts the Employee's application for membership or the date the Employee is automatically admitted under any automatic admission arrangement and agree with the Trustee the terms and conditions that will apply to such admission.	No	No
6.	Designated Rule 6.4	Determine the conditions for entry to and exit from each category, classify members into each category and determine the benefits and contributions for each category.	No	No
7.	Designated Rule 7.5 (as amended by clause 1.2.9 of the Annexure)	Adopt procedures or rules providing for the appointment of a person as an alternate for a policy committee member.	No	Yes*
8.	Designated Rule 9.2	Release an Employed Member from making contributions.	No	No
9.	Designated Rule 9.5	Terminate, reduce or suspend its obligation (or agreement) to contribute in respect of some or all Members by giving notice to the Trustee.	No	Yes*
10.	Designated Rule 9.5	Give a notice to terminate, reduce or suspend employer contributions in respect of any Employer which is binding on every person including the Employer in respect of whom it is given.	No	Yes
11.	Designated Rule 9.7	Revoke a notice given under Designated Rule 9.5.	No	Yes

	Clause Reference	Description of Employer Power	Delegated to Employer Committee Representative?	Exercise of Employer Power to be reported to Assembly?
12.	Designated Rule 10.4	Agree with the Trustee at any time in respect of an Employer Plan to vary the investment Portfolios.	No	No
13.	Designated Rule 11.2	Agree with the Trustee at any time to apply an amount outstanding to the credit of a Reserve Account in any manner which is not inconsistent with Superannuation Law.	No	No
14.	Designated Rule 11A.2	Agree with the Trustee to transfer an amount from a Special Employer Account to the Reserve Account for the Plan.	No	No
15.	Designated Rule 11A.4	Agree with the Trustee at any time to vary the Portfolio or Portfolios designated under rule 11A.3.	No	No
16.	Designated Rule 12.3	Agree with the Trustee in respect of the amount of Account Expenses and Group Life Insurance Premiums to be applied to a members account, failing agreement the Trustee shall determine the amount.	No	No
17.	Designated Rule 13.4	Request that the Trustee augment a person's benefit entitlement.	No	No
18.	Designated Rule 13.10	In the case of an Accumulation Plan Member whose employment is not full time, determine that they be included in a special classification of membership with special benefits, conditions, contributions and other terms agreed with the Trustee	No	No
19.	Designated Rule 13.14	Agree on the rights and obligations of Members affected by rule 13.14 to the extent that they are not specifically set out in the rules.	No	No
20.	Designated Rule 13.18	Elect that benefits will be provided under a Disability Income Insurance Scheme if provided for in the Schedule for Employer Plan.	No	No
21.	Designated Rule 15.1	Amend a relevant Schedule (except to the extent that it relates to the operation of rule 13.8A) to the extent permitted by Superannuation Law with the agreement of the Trustee.	No	No
22.	Designated Rule 16.2	Decide to terminate or wind up the Plan.	No	Yes*
23.	Annexure - clause 1.4.4	Determine who the contribution in respect of a member shall be made by.	No	No
24.	Annexure - clause 1.11.5	Agree with the Trustee that any fee referred to in the Designated Rules that is to be deducted from Member Accounts may instead be paid for by assets of the Plan.	No	No

	Clause Reference	Description of Employer Power	Delegated to Employer Committee Representative?	Exercise of Employer Power to be reported to Assembly?
25.	Annexure - clause 3.2.1	Approve that the Trustee allows a Member to elect to pay additional contributions to the Plan to enable a Member to acquire an additional period of deemed Plan Membership.	No	No
26.	Annexure - clause 1.6.2	Consult with the Trustee in relation to a change the investment strategy of the investment of the assets of the Plan that relate to Defined Benefit Members.	No	No
27.	Annexure - clause 1.3.4	Decide whether to reclassify a Member from one category of membership to another, or create a new category of membership.	No	Yes
28.	Annexure - clause 1.8.2	Grant a period of deemed membership.	No	No
29.	Annexure - clause 1.9	Determine the Notional Stipend.	No	No
30.	Annexure - clauses 2.2.2, 2.3.2, 3.4.1 and 3.5	Determine the level of contributions to be made.	No	Yes
31.	Annexure – clause 3.20.1	Give consent to the increase of pensions in payment	No	No

* Exercise of Employer Power must be approved by Assembly or Assembly Standing Committee.