

Memorandum of Understanding

Australian Postal Corporation

Australian Council of Trade Unions

Communication Workers Union

Community and Public Sector Union

Australia Post
Legal Services

Details

Date

Parties

Name Australian Postal Corporation, a body corporate established pursuant to the Postal Services Act 1975, the existence of which is continued by section 12 of the Australian Postal Corporation Act, 1989, ABN 28 864 970 579

Short form name **Australia Post**

Address 111 Exhibition Street, Melbourne, Victoria 3000

Phone 03 9106 6758

Facsimile 03 9206 4152

Email ahmed.fahour@auspost.com.au

Contact Ahmed Fahour

Name Australian Council of Trade Unions

Short form name **ACTU**

Address Level 6 365 Queen Street, Melbourne, Victoria 3000

Phone 03 9664 7340

Facsimile 03 9600 0859

Email tlyons@actu.org.au

Contact Tim Lyons

Name Communications Workers Union

Short form name **CWU**

Address Level 3 81 George Street, Parramatta NSW 2150

Phone 02 9893 7822

Facsimile 02 9893 7396

Email ddwyer@cepu.asn.au

Contact Dan Dwyer

Name Community and Public Sector Union

Short form name **CPSU**

Address 10/440 Collins Street, Melbourne VIC 3000

Phone 1300 137 636

Facsimile 03 8620 6324

Email louise.persse@cpsu.org.au

Contact Louise Persse

Background

- A. The Parties have been in discussions regarding the introduction of a default Superannuation Accumulation Fund for new award level employees offered employment with Australia Post from 1 July 2012.
- B. The Parties have agreed to enter into this MOU to record their agreement regarding the new Superannuation Accumulation Fund for new award level employees offered employment with Australia Post from 1 July 2012.

Agreed terms

1. Commitments

- 1.1 The Parties agree that new award employees offered employment from 1 July 2012 have choice of fund of Australia Super and any alternative complying superannuation fund.
- 1.2 Where the employee fails to exercise a choice, the default superannuation fund for new award employees offered employment with Australia Post from 1 July 2012, will be the Australia Post Superannuation Plan (defined contribution) provided by AMP.
- 1.3 The Parties agree that the contribution rate for all new award employees offered employment with Australia Post from 1 July 2012 will be as follows:

Effective Date	Employer Contribution Rate*
1 July 2012	9.5%
1 July 2013	10.0%
1 July 2014	10.5%
1 July 2015	11.25%
1 July 2016	12%

*The employer contribution rate will be calculated on the basis of the "salary for superannuation purposes" used in the closed Australia Post Superannuation Scheme (defined benefit), subject to no employee being worse off than the legislative minimum.

- 1.4 Australia Post agrees to give Australian Super a profile amongst new award level employee offered employment from 1 July, to the extent permitted by law.
- 1.5 The parties agree that the arrangements set out in sub clauses 1.2 and 1.3 will be incorporated into the next AP Enterprise Agreement as the only substantive superannuation matters.

2. Good Faith

Each Party shall at all times act with good faith in relation to the other Parties.

3. Governing law and jurisdiction

- 3.1 This MOU is made at Melbourne and the law governing this MOU is the law of Victoria.
- 3.2 Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and courts of appeal from them for determining any dispute concerning this MOU or the transactions contemplated by this MOU. Each Party waives any right it has to object to any action being brought in those courts including,

but not limited to claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

4. Severability

Any provision of this MOU that is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability, without invalidating the remaining provisions of this MOU.

5. Variation

No amendment or variation to this MOU is effective unless it is in writing and signed by the Parties.

6. Waiver

Failure or delay by any Party in exercising a right, power or remedy does not operate as a waiver of that right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent its exercise in the future nor prevent the exercise of any other right, power or remedy.

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Signing page

Signed for and on behalf of **Australian Postal Corporation** by an authorised representative in the presence of



Signature of authorised representative


Signature of witness

TRACEY L HUNTER
Name of witness (print)

←
Ahmed Fahour
Managing Director and Chief Executive Officer

Signed for and on behalf of **The Australian Council of Trade Unions** by an authorised representative in the presence of



Signature of authorised representative


Signature of witness

REBECCA HUGHES
Name of witness (print)

←
Tim Lyons
Assistant Secretary

Signed for and on behalf of **The Communications Workers Union** by an authorised representative in the presence of


Signature of authorised representative



Signature of witness

KAITLIN J EVANS
Name of witness (print)

←
Dan Dwyer
National Secretary

Signed for and on behalf of **The Community and Public Sector Union** by an authorised representative in the presence of


Signature of authorised representative


Signature of witness

KAITLIN J EVANS
Name of witness (print)

←
Louise Persse
Assistant National Secretary