

SAMPLE SUPERANNUATION CLAUSE

SUPERANNUATION

The provisions of this agreement will apply to all employees covered by the award nominated in this agreement, in conjunction with any additional rights provided by law:

1.1 Definitions

For the purposes of this agreement:

"Fund" means: Media Super or any Fund agreed between the parties to this agreement and specified below.

"Ordinary time earnings" means an employee's award classification rate, any over-award payment, tool allowance, leading hand allowance and shift loading, including weekend and public holiday rates where the shift worked is part of the employee's ordinary hours of work.

To avoid doubt, regular rostered shifts (including any rostered shifts worked by a casual employee, either within, or outside, the ordinary span of hours) are to be regarded as part of ordinary hours for the purposes of this clause.

"SG" means the *Superannuation Guarantee (Administration) Act 1992*.

1.2 Choice of Fund – Default Fund

The Default Fund that applies to new employees will be Media Super. The default fund will be used to provide superannuation benefits to all employees who do not make a valid election for an alternative fund in accordance with the *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004*.

1.3 Employer contributions

The employer will make their superannuation contributions on a monthly basis. The employer will submit their SG contribution, and any other superannuation contribution, to Media Super, or the nominated fund, within 28 days of the end of the calendar month in which the contribution falls due. The amount of SG contributions will amount to no less than 9% of employees' ordinary time earnings.

1.4 Voluntary employee contributions

Subject to the governing rules of the Fund, an employee who wishes to make contributions to the Fund may authorise the employer to pay into the Fund from the employee's wages, an amount which is specified by the employee.

The employer shall hold the voluntary employee contributions on the employee's behalf, and shall forward the voluntary employee contributions to the Fund under the same terms as provided under Clause. 1.3

1.5 Absence from work

In respect of an employee's absence from work the following provisions apply:

(a) **Paid leave**

Contributions will continue while the employee is absent on paid annual leave, sick leave, long service leave, public holidays, jury service, bereavement leave or other paid leave.

(b) **Unpaid leave**

The employer need not make contributions in respect of any absence from work without pay.

(c) **Work related injury or illness**

In the event of an employee's absence from work because of work-related injury or work-related illness, contributions at the normal rate shall continue for the period of the absence (subject to a maximum of 52 weeks' total absence for each injury or sickness), provided that:

- (i) the employee is receiving workers' compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements, and
- (ii) the employee remains in the employ of the employer.

1.6 Salary sacrifice contributions to superannuation

At the request of an employee, the employer will arrange salary sacrifice to a nominated Fund. The salary sacrificed part of the employee's pay will be deemed to form part of their agreed salary. Where an employee has a salary sacrifice arrangement, their notional rate of pay for the purpose of calculating percentage loadings e.g. Annual Leave, Overtime and Shift Loading or Penalty Payments is comprehended in the definition:

"The gross pay prior to the deduction of the salary sacrifice amount."

i.e. Where an employee enters into a salary sacrifice arrangement, all percentage pay calculations will be applied to the total salary payable, had the arrangement not been made.

In the event that there is a change to the law governing taxation or an Australian Taxation Office ruling makes the objective of this clause ineffective, or incurs additional costs on the employer, the employer may initiate negotiations with the employees concerned to review this agreement.

Salary Sacrifice contributions made into an employee's superannuation account will not be used to offset the employer's SG obligations.

The parties to this agreement strongly encourage employees contemplating salary sacrifice to obtain their own independent financial advice.

1.7 Education and information

The employer will allow time for employees to attend group training/information sessions conducted by or under the auspices of Media Super. These sessions will be made available on a minimum of two occasions per annum and will be conducted at a time agreed between the employer and employees with minimal disruption to production.

An employee who is under notice of termination, resignation or is approaching retirement age will be allowed time to consult with a superannuation fund representative at a time agreed between the employer and employee, to discuss queries or issues related to fund membership and the impending retirement, termination or resignation.

1.8 Casuals

Casual employees will receive equivalent employer contributions and rights in relation to superannuation under this agreement.

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