

## Appendix G

### Clause 22 Superannuation

St John proposed clause changes

Without Prejudice

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#### St John propose the following revision to clause 22 Superannuation:

- (a) St John will contribute **superannuation** on behalf of each employee in accordance with the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), and the *Superannuation Industry (Supervision) Act 1993* (Cth).
- (b) The employee may nominate a complying fund or scheme and may only change their choice of fund once every calendar year.
- (c) If the employee does not nominate a fund or scheme, **the Employer will request the employee's stapled fund details from the Australian Taxation Office (ATO). If the ATO notifies the Employer that the employee has a stapled fund, contributions shall be paid into the employee's stapled fund. If the employee does not have an existing stapled fund, contributions shall be paid into a stapled or** a default fund. **The Default fund** which is currently Rest Super or a replacement fund in accordance with Superannuation legislation, until a fund is nominated by the employee.
- (d) Employees may make additional contributions after 3 months of employment. The employee must give to St John written authorisation as required by St John.
- (e) St John will contribute an additional 1.5% of the employee's gross ordinary time earnings if an employee has successfully completed their probationary period and contributes at least 5% of gross ordinary time earnings to their superannuation fund.
- (f) Contributions will be made in relation to paid leave in accordance with this Agreement.
- (g) Contributions will not be made in respect of periods of unpaid leave.
- (h) Subject to legislation, contributions will not be made in respect of periods of unpaid parental leave or in respect of parental leave taken under the Government's Paid Parental Leave Scheme (under the *Paid Parental Leave Act 2010*).
- (i) If an eligible employee is absent from work due to work related injury or illness, and is receiving payments pursuant to workers' compensation legislation, contributions in accordance with this clause will continue. Contributions will continue for the period of the absence up to a maximum of 52 weeks total absence for injury or illness.