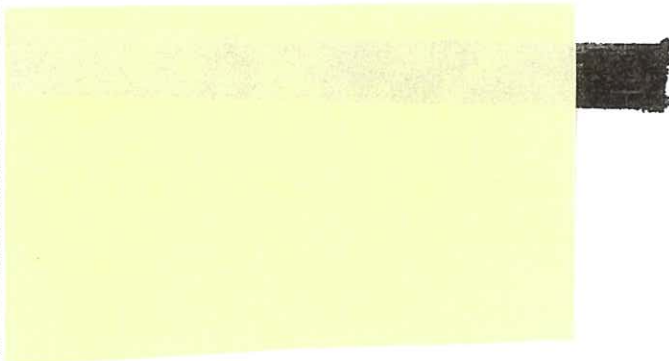


# Memorandum of Understanding

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Australia Post



**Australia Post**  
Legal Services

## Details

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Date 13 June 2013

### 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](mailto:ahmed.fahour@auspost.com.au)

**Contact** Ahmed Fahour

**Name** Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and

**Short form name**  
**Address**  
**Phone**  
**Facsimile**  
**Email**  
**Contact**

### Background

- A. The Parties have been in discussions regarding the Australia Post Enterprise Agreement 2013 (**EA2013**). Australia Post employees were provided access to the proposed EA2013 on 11 June 2013 and will have the opportunity to vote on EA2013 between 20 June 2013 and 3 July 2013. The Parties have agreed to continue the commitments outlined in the letter dated 24 August 2010 attached as Annexure A to this Memorandum of Understanding (**MOU**) (the **Side Letter**), where applicable, for the duration of EA2013.
- B. The Parties have agreed to enter into this MOU to record in writing their agreement to adhere to the commitments set out in the Side Letter, where those commitments apply to the and its members, on the terms set out in this MOU.

# Agreed terms

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## 1. Commitments

1.1 Australia Post agrees that from the date of execution of this MOU by the Parties it will adhere to the commitments contained within the Side Letter in respect of the [REDACTED] Branch and its members  
[REDACTED]

1.2 The [REDACTED] Branch agrees that it will:

- (a) take all reasonable steps to support a successful employee ballot, including but not limited to actively campaigning for a "yes" vote in [REDACTED] in relation to EA2013;
- (b) actively support a "yes" vote for EA2013; and
- (c) take all reasonable steps to ensure support of EA2013.

1.3 The parties agree that if the [REDACTED] Branch:

- (a) does not fulfil its obligations under this MOU; or
- (b) initiates, facilitates, supports or takes industrial action at any stage during the life of EA2013,

all commitments in this MOU, and payroll deductions in respect of Australia Post staff who are members of the [REDACTED] Branch, may cease.

## 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.

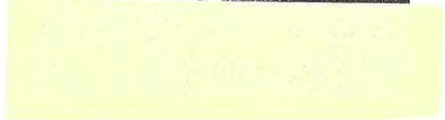
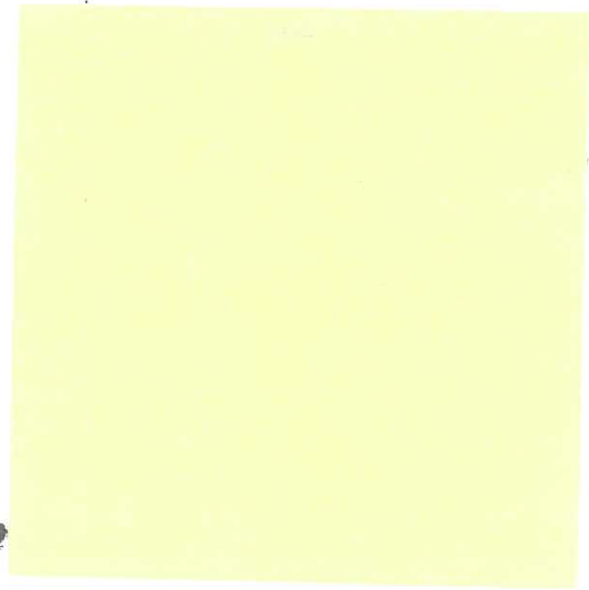
## 5. Variation

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.

[The remainder of this page is intentionally left blank. The next page is the signing page.]



# Signing page

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

\_\_\_\_\_  
Signature of authorised representative ←

\_\_\_\_\_  
Signature of witness ←

\_\_\_\_\_  
Ahmed Fahour

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Managing Director and Chief Executive Officer

Signed for and on behalf of the CEPU, Communications  
Branch, \_\_\_\_\_ by an authorised representative in the  
presence of

