



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Optus RetailCo Pty Ltd**  
(AG2023/1351)

## OPTUS RETAIL AGREEMENT 2023

Telecommunications services

DEPUTY PRESIDENT DEAN

CANBERRA, 25 MAY 2023

*Application for approval of the Optus Retail Agreement 2023.*

[1] An application has been made for approval of an enterprise agreement known as the *Optus Retail Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Optus RetailCo Pty Ltd (Employer). The Agreement is a single enterprise agreement.

[2] The Employer has provided a written undertaking. A copy of the undertaking is attached in Annexure A. I am satisfied that the undertaking will not cause financial detriment to any employee covered by the Agreement and that the undertaking will not result in substantial changes to the Agreement. The undertaking is taken to be a term of the agreement.

[3] Subject to the undertaking referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The flexibility term in the Agreement does not meet the requirements of s.203(6)(a) of the Act. Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, and the Shop, Distributive and Allied Employees Association, being bargaining representatives for the Agreement, have given notices under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 July 2023. The nominal expiry date of the Agreement is 3 July 2026.



DEPUTY PRESIDENT

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Annexure A



**IN THE FAIR WORK COMMISSION**

**AG2023/1351** – Application for approval of the Optus Retail Agreement 2023

**Applicant**

Optus RetailCo Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Kate Aitken, Vice President People and Culture, give the following undertaking on behalf of Optus RetailCo Pty Ltd (**Company**) with respect to the *Optus Retail Agreement 2023* (**Agreement**):

1. I have the authority given to me by the Company to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Company undertakes that the Agreement will operate from 4 July 2023.

A handwritten signature in black ink, appearing to read "K. Aitken".

Signature

A handwritten date in black ink, reading "May 24, 2023".

Date

# Optus Retail Agreement 2023



## Acknowledgement of Country

Optus acknowledges the Traditional Owners and Custodians of the lands on which we live, work and serve.

We celebrate the oldest living culture and its unbroken history of storytelling and communication.

We pay our respect to Elders – past, present and future – and we strive together to embrace an optimistic outlook for our future in harmony, across all of Australia and for all of its people.

<sup>^</sup> 'Community Togetherness' - the artwork, created by Wiradjuri and Kunya artist Brian de Vries for Optus through our partnership with the KARI Foundation.



# It starts with yes



**Michael Baxter**  
VP, Branded Retail

We're committed to making Optus the right place for the best people to do their best work.

The Optus Retail Agreement 2023 represents our renewed commitment to you as part of your employment and will provide improved terms and conditions including:

- (i) increases to the minimum pay rates for each job classification;
- (ii) increases to penalty and overtime rates ensuring that employees are rewarded appropriately when working evenings and weekends to support our customers;
- (iii) retention of our incentive plan for full time and part-time employees; and
- (iv) a collection of leave entitlements that reflect and support the individual and diverse lives of our people during the moments that matter most to you, as well as recognising the important role we all play in our community.

At Optus, we power optimism with options, and these new and improved terms and conditions communicate the benefits of working with us - setting you up for a great career to grow and develop within the Optus family.

It's through our amazing people like you that we can deliver on our vision to become Australia's most loved everyday brand with lasting customer relationships. Thank you for saying 'yes' and showing up every day energised by what's possible.

Note - the model flexibility term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

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## PART 1 - OUR AGREEMENT

### 1. What is the name of our Agreement?

- 1.1. This enterprise agreement is called the Optus Retail Agreement 2023 ("**Agreement**").

### 2. Am I covered by this Agreement?

- 2.1. This Agreement applies to Optus Retailco Pty Ltd ("**Optus Retail**", also "**we**") and all Optus Retail employees who principally perform work at our retail stores and for whom classifications are contained within this Agreement.
- 2.2. This Agreement applies to existing Optus Retail employees and new employees.

### 3. How long will this Agreement apply?

- 3.1. This Agreement will commence at the start of the third full pay period after the Fair Work Commission approves the Agreement and will remain in force for 3 years. There will be no extra claims during this period.

### 4. How does this Agreement work?

- 4.1. Let's keep it simple. Rather than have you flip between 2 documents to decipher what applies to you, this Agreement will replace the General Retail Industry Award 2020 ("**Award**"), or any other award or enterprise agreement that would otherwise apply to you.
- 4.2. This Agreement provides minimum entitlements only and does not restrict Optus Retail and you from agreeing to a higher rate of pay or any other additional benefits. For the avoidance of doubt, the approval of the Agreement will not result in your agreed salary being reduced.
- 4.3. Often this Agreement will refer you to our policies to provide the mechanics and detail for what's on offer. The Agreement will provide for our commitment to you and the policies will provide further detail on how it applies at Optus Retail. The policies don't form part of this Agreement.

### 5. What is the relationship between this Agreement and the National Employment Standards ("NES")?

- 5.1. The NES are a set of 11 legislated minimum standards that apply to your employment.
- 5.2. The minimum standards relate to the following matters:
- (a) maximum weekly hours;
  - (b) requests for flexible working arrangements;
  - (c) offers and requests to convert from casual to permanent employment;
  - (d) parental leave and related entitlements;

- (e) annual leave;
- (f) personal/carer's leave, compassionate leave and family and domestic violence leave;
- (g) community service leave;
- (h) long service leave;
- (i) public holidays;
- (j) notice of termination and redundancy pay; and
- (k) the Fair Work Information Statement and Casual Employment Information Statement.

5.3. This Agreement will always provide you at a minimum your entitlements under these provisions. In fact, we try to build on them and provide you more than the bare minimum.

## **6. Where can I find a copy of this Agreement?**

6.1. A copy of this Agreement will be made available to employees online and/or in store.

## **7. What are our core values?**

7.1. At Optus Retail, our values guide our behaviour and contribute to our success as individuals, a team and a business.

7.2. Our shared values are:

- (a) Cultivate a Growth Mindset;
- (b) Operate with Integrity;
- (c) Make Customers First;
- (d) Maximise Teamwork;
- (e) Innovate with a Challenger Spirit; and
- (f) Take Ownership.

7.3. Your behaviour and attitude to your work, and treatment of others including colleagues and customers alike, should reflect these core values.



## PART 2 - MY EMPLOYMENT WITH OPTUS RETAIL

### 8. How can I be employed?

8.1. You will be employed as either a full-time, part-time or casual employee (as described below). At the time of engagement, your type of employment will be confirmed, as well as the terms of your employment with Optus Retail.

8.2. Full-time and part-time employees will either be employed on a permanent basis or on a temporary basis for a specified period of time (for example, as a parental leave cover).

#### 8.3. Full-time employee

(a) You are a full-time employee if you are guaranteed an average of 38 hours work per week, excluding unpaid meal breaks. You may be rostered to work these hours outside the span of ordinary hours of work set out in this Agreement, and if so, these hours will be overtime and treated in accordance with this Agreement.

(b) Where hours outside the span of ordinary hours form part of your 38 hours work per week, you will receive the benefit of overtime as well as the accrual of entitlements as with ordinary hours.

#### 8.4. Part-time employee

(a) You are a part-time employee if you:

- (i) work less than an average of 38 hours per week;
- (ii) have reasonably predictable hours of work; and
- (iii) receive on a pro-rata basis, equivalent pay and conditions to those of full-time employees.

(b) At the time of engagement, Optus Retail and you will agree in writing upon:

- (i) the number of hours of work which are guaranteed to be provided and paid to you each week or over the roster cycle (the “**guaranteed minimum hours**”); and
- (ii) the days of the week, and the periods in each of those days, when you will be available to work the guaranteed minimum hours (“**your agreed availability**”).

(c) You may not be rostered to work less than 3 consecutive hours in any shift.

(d) The guaranteed minimum hours shall not be less than 5 hours per week.

(e) Any change to the guaranteed minimum hours may only occur with your written agreement.

**(f) Additional hours within your agreed availability**

- (i) From time to time, Optus Retail may offer you additional hours that are on top of your guaranteed minimum hours, and are within your agreed availability ("**additional hours**").
- (ii) You don't have to work these additional hours unless you want to.
- (iii) Before you work additional hours, you will need to agree to work them in writing.
- (iv) Alternatively, you can choose to have a standing agreement with Optus Retail to work additional hours within your agreed availability, which indicates you wish to be considered for additional hours to be worked ("**Standing Agreement**").
- (v) You may withdraw your Standing Agreement by giving Optus Retail 14 days written notice.
- (vi) If you have a Standing Agreement, you are still able to decline to work any additional hours that are offered to you by Optus Retail, even if those hours fall within your agreed availability.
- (vii) Agreed additional hours under clause 8.4(f):
  - A. are paid at ordinary rates (including any applicable penalties payable for working ordinary hours at the relevant times);
  - B. count for the purposes of accruing entitlements such as annual leave and personal/carer's leave; and
  - C. are not overtime unless those hours are independently overtime under clause 29 *What are my overtime arrangements and what extra pay will I receive?*
- (viii) An agreement within subclause 8.4(f) can be recorded through an exchange of emails, text messages or by other electronic means.

**(g) Varying your guaranteed minimum hours or your agreed availability**

- (i) You may also agree to vary your guaranteed minimum hours and/or your agreed availability on a temporary or ongoing basis, to take effect from a future date or time ("**varied hours**"). An agreement to do this must be recorded in writing:
  - A. if the agreement is to vary your guaranteed minimum hours and/or your agreed availability for a particular rostered shift – before the end of the affected shift; and
  - B. otherwise – before the variation takes effect.
- (ii) The agreement within subclause 8.4(g)(i) can be recorded through an exchange of emails, text messages or by other electronic means.

(iii) Varied hours under this clause:

- A. are paid at ordinary rates (including any applicable penalties payable for working ordinary hours at the relevant times);
- B. count for the purposes of accruing entitlements such as annual leave and personal/carer's leave; and
- C. are not overtime unless those hours are independently overtime under clause 29 *What are my overtime arrangements and what extra pay will I receive?*

**EXAMPLE:** Sonya usually works 5 hours on Mondays. During a busy Monday shift, Sonya's manager asks her to vary her hours that day to work 2 extra hours at ordinary rates (including any penalty rates). Sonya is happy to agree and this agreement is recorded. The variation is agreed before Sonya works the extra 2 hours. Sonya's guaranteed hours have been temporarily varied. She is not entitled to overtime rates for the additional 2 hours.



**(h) Increasing guaranteed minimum hours**

- (i) If you have over a period of at least 12 months regularly worked a number of ordinary hours that is in excess of your guaranteed minimum hours, you may request in writing that Optus Retail agree to increase the guaranteed minimum hours.
- (ii) If Optus Retail agrees to the request, the new agreement concerning guaranteed minimum hours will be recorded in writing. Optus Retail may refuse the request only upon reasonable business grounds, and such refusal must be provided to you in writing and specify the grounds for refusal.

**(i) Transitional arrangements for existing part time employees**

- (i) As a transitional matter within 28 days of the commencement of this Agreement, if you are a part time employee, Optus Retail will write to you to confirm:
  - A. Optus Retail's understanding of your agreed availability based on your existing availability; and
  - B. whether you wish to be offered additional hours within your agreed availability as part of a Standing Agreement referred to in subclause 8.4(f)(iv).
- (ii) These hours will be your agreed availability, unless you advise Optus Retail otherwise. In this case, you must advise Optus Retail within 28 days, and Optus Retail will consult with you with a view to reaching agreement on your agreed availability.

### 8.5. **Casual employee**

- (a) It is envisaged that the Optus Retail workforce will be a solid core of permanent employees. However, to accommodate Optus Retail's operational flexibility requirements, casual employment will be available to supplement the permanent workforce as needed.
- (b) You are a casual employee if you fall within the definition of casual employee under the Act, as varied from time to time. A casual employee is essentially an employee where there is no firm advance commitment to continuing and indefinite work according to an agreed pattern of work.
- (c) Subject to the remainder of this Agreement, you will be paid a casual loading of 25% on your Base Hourly Rate. This loading is paid on all ordinary hours of work (unless otherwise stated) and the 25% casual loading is incorporated into the casual rates for overtime, loadings and penalties set out in this Agreement (see clause 28 *What extra pay will I receive* and clause 29 *What are my overtime arrangements and what extra pay will I receive?*).
- (d) The casual loading is paid to compensate casual employees for not having entitlements under the National Employment Standards and this Agreement that casual employees are not entitled to receive, including but not limited to:
  - (i) annual leave;
  - (ii) paid personal leave and paid compassionate leave;
  - (iii) notice of termination;
  - (iv) redundancy pay; and
  - (v) public holidays.
- (e) The casual loading may be offset against those entitlements which relate to the period for which the casual loading is paid.
- (f) You will be guaranteed a minimum of 3 hours for any shift.
- (g) You will receive unpaid parental leave, unpaid carer's leave, unpaid compassionate leave, paid family and domestic violence leave and unpaid jury service and community service leave as set out in Optus Retail Policies and the NES.
- (h) The provisions of *Part 5 – My Leave Benefits* do not apply to you unless otherwise provided.

### 8.6. **Moving between types of employment**

- (a) You may only change from one type of employment to another by mutual agreement with Optus Retail.
- (b) A full-time employee:
  - (i) may request to become a part-time employee;



- (ii) if that request is granted by Optus Retail, may return to full-time employment at a future date agreed in writing with the employer; and
- (iii) if that request is granted by Optus Retail, this will not affect the continuity of any leave entitlements

**9. I'm a casual with regular hours. Can I request to become a permanent employee, or will Optus Retail offer me a permanent position?**

- 9.1. If you wish to become a permanent employee, we encourage you to have these discussions with your manager who will in turn have discussions with our management team about the opportunity for permanent employment for you.
- 9.2. In accordance with the NES, we will offer to convert your casual employment to permanent employment if:
  - (a) you have been engaged as a casual for a period of at least 12 months;
  - (b) you have worked a regular pattern of hours for the last 6 months of that period; and
  - (c) you can continue to work as a full-time or part-time employee (as the case may be) without significant adjustment.
- 9.3. However, we can decide not to make an offer if there are reasonable grounds not to do so based on facts that are known, or reasonably foreseeable.
- 9.4. You also have a right to request to become a permanent employee under the NES in particular circumstances.
- 9.5. There are many benefits associated with becoming a permanent team member. These include:
  - (a) access to paid leave;
  - (b) access to benefits offered to permanent team members including discounts, and rewards; and
  - (c) other offerings as outlined in this Agreement and our Policies.
- 9.6. If we agree to make an offer of permanent employment to you, we will confirm:
  - (a) whether it is a full-time or part-time offer;
  - (b) if offered a part-time position – the basis and agreed hours of work as set out in this Agreement;
  - (c) your remuneration when moving to the permanent employment arrangement being your current base rate of pay (which we note will no longer include a casual loading) and your access to the Optus Retail Incentive Plan; and
  - (d) the continuity of your service with Optus Retail.

## 10. Is there a probationary period?

- 10.1. Full-time and part-time employees will be subject to a probationary period of 3 months, except where the employee has converted from casual employment as a result of the provisions specified in Clause 9. The purpose of the probationary period is for Optus Retail to determine your suitability for ongoing employment.
- 10.2. During your probationary period, Optus Retail may determine that it is appropriate to extend your probationary period for a further 3 months (for example, because of an unexpected illness/injury preventing you from working during the probationary period or a period of agreed absence). Optus Retail will give notice to you of this in writing.
- 10.3. During the probationary period, either you or we may terminate your employment for any reason by giving 1 week's notice in writing. In either case, we may choose to pay you in lieu of your notice period.
- 10.4. If you resign during the probationary period and do not provide the notice required, you will not be paid for the notice period not provided.



## PART 3 - MY PAY

## 11. What is my base rate of pay?

- 11.1. At a minimum, you will be paid the Base Salary in accordance with the rate for your job classification set out in the table below:

Job Classification	Base Salary (per annum)
Retail Consultant	\$48,470
Specialist Retail Consultant - including but not limited to: <ul style="list-style-type: none"><li>• Concierge</li><li>• Business Consultant</li></ul>	\$52,687
Assistant Store Manager	\$56,805
Store Manager 1	\$74,067
Store Manager 2	\$80,949
Store Manager 3	\$88,127

- 11.2. This Agreement provides for minimum entitlements only and we may agree to pay you a higher base rate of pay.
- 11.3. Please see *Schedule 1 - Classification Structure* for a detailed explanation of job classifications.

## 12. How do I calculate my fortnightly/ weekly/ hourly rate?

- 12.1. Your *Base Fortnightly Rate* is calculated by dividing your Base Salary by 26 weeks.

- 12.2. Your *Base Weekly Rate* is calculated by dividing your Base Salary by 52 weeks.
- 12.3. Your *Base Hourly Rate* is calculated by dividing your Base Weekly Rate by 38 hours.
- 12.4. In this Agreement when we say “Your Base Pay” we mean the actual base rate of pay (whether that be hourly, weekly, fortnightly or salary) that you are paid.

### **13. Will the Base Salary be increased?**

- 13.1. Optus Retail will increase the Base Salary for each classification at the start of the first full pay period on or after 1 July 2023, 1 July 2024 and 1 July 2025. Each increase will be on the basis of the Headline Consumer Price Index (“**CPI**”) as published by the Australian Bureau of Statistics (“**ABS**”) for the 2022/2023, 2023/2024 and 2024/2025 financial years respectively. The CPI movement will, for each financial year, be the published ABS projected year on year index figure as at 31 March in the financial year. Such changes will be deemed to be part of this Agreement.

### **14. How will Optus Retail approach remuneration?**

- 14.1. Whilst recognising that this Agreement reflects minimum entitlements only, Optus Retail is committed to performance based remuneration schemes for permanent full and part-time employees.

### **15. Can I participate in the Optus Retail Incentive Plan?**

- 15.1. We believe in providing rewards to motivate our people to achieve and exceed their KPIs and objectives. As such, the Optus Retail remuneration system will include an incentive scheme that provides an opportunity for you to earn more than your Base Salary.
- 15.2. If you are a permanent full or part-time employee, you will be eligible to participate in the Optus Retail Incentive Plan where you will be able to receive incentive payments if certain targets are achieved. The “on target” amount is 15% of your Base Salary.
- 15.3. The rules of the incentive plan will be available online and/or in store. We may vary the Incentive Plan by providing you with 4 weeks’ notice. Any variation of the terms of the Incentive Plan will not affect your entitlement to incentive payments already earned under the existing plan prior to the variation.
- 15.4. In order to remain aligned with Optus Retail’s strategic objectives, the rules and structure of the incentive scheme will be subject to change by Optus Retail and therefore do not form part of this Agreement.

### **16. What can I expect if I’m required to perform higher duties?**

- 16.1. **Retail Consultants opening and closing stores or required to perform other higher duties**
  - (a) A Retail Consultant who is required to perform higher duties that are ordinarily performed by a Specialist Retail Consultant (or more senior team member), will

receive at least the minimum Specialist Retail Consultant rate of pay for the relevant period performing these higher duties.

- (b) A Retail Consultant is considered to be performing higher duties when they are required to perform any of the following duties:
  - (i) Store opening or closing activities (for example, counting the till (cash), EFTPOS machine transaction detail matching and reconciliation); or
  - (ii) Manage complex customer escalations; or
  - (iii) Inventory / stocktake; or
  - (iv) Assist with the running of daily team huddles and coordinate team roles, store positioning and breaks.
- (c) The above-mentioned duties are ordinarily performed by a Specialist Retail Consultant (or equivalent classification), Assistant Store Manager or Store Manager.
- (d) Where there is a more senior member of the team present, Optus Retail will not require a Retail Consultant to perform these duties unless there is a requirement for additional team members required to perform the duty (e.g. stocktake).
- (e) Retail Consultants who are required to perform higher duties will receive at least the minimum Specialist Retail Consultant Base Hourly Rate under this Agreement and payable for the time that the higher duties are performed by the Retail Consultant.
- (f) Where a Retail Consultant is required to perform the higher duties for more than 2 hours, they will be entitled to receive at least the minimum Specialist Retail Consultant Base Hourly Rate for the entire duration of the rostered shift.
- (g) For the avoidance of doubt, there will be no reduction in a Retail Consultant's Base Hourly Rate when performing higher duties as a result of the operation of this clause.

**16.2. Specialist Retail Consultants, Assistant Store Managers and Store Managers**

- (a) In all other circumstances, by reason of the total remuneration paid to employees under this Agreement, being higher than the Award, an employee who is directed to perform a role of a higher classification than their ordinary role on a temporary basis (for example, on secondment or when acting in a role to cover extended periods of leave), will be entitled to receive the minimum rate of pay under this Agreement for the higher classification, provided the period is at least 2 weeks. In these circumstances, the employee will be paid for the entire period at the minimum rate for the relevant higher classification under this Agreement. For the avoidance of doubt, there will be no reduction in the employee's rate of pay when performing higher duties as a result of the operation of this clause.

## **17. Will I be paid any allowances?**

### **17.1. First Aid**

- (a) If you hold an appropriate first aid qualification and you are appointed by Optus Retail to perform first aid duty you will be paid an extra \$12.23 each week. This allowance will be increased at the same time and by the same amount as the first aid allowance under the Award.

### **17.2. Meal Allowance**

- (a) If you are required to work more than one hour of overtime after your rostered finishing time, without being given 24 hours' notice in order to arrange your own meal, you will be provided with a meal allowance of \$20.01. Where such overtime work exceeds 4 hours you will be provided with a further meal allowance of \$18.14.
- (b) You will not be paid a meal allowance if you could reasonably return home for a meal within the period allowed for a meal break, or where a meal is provided by Optus Retail.
- (c) These allowances will be increased at the same time and by the same amount as the meal allowance under the Award. Optus Retail will consider any claims outside of this period where there is a reasonable justification for the delay.

### **17.3. Moving expenses**

- (a) Employees will not be required to relocate to another State or Territory without their agreement. In the event that an employee wishes to accept an offer to relocate to another State or Territory, Optus Retail will pay the total cost (including fares and other transportation charges) of moving the employee any member of the employee's immediate family who reside in the employee's household. Employees who are relocating in these instances will be required to comply with any established company policy requirements for reimbursement.

### **17.4. Excess travelling costs**

- (a) From time to time, you may be required to work at a place other than your usual retail stores. In this case, you will be able to claim and be reimbursed for any additional costs you incur in travelling to and from the other retail store for a period of up to 3 weeks. Any claim should be made within 28 days of incurring the expense. Optus Retail will consider any claims outside of this period where there is a reasonable justification for the delay.

### **17.5. Travelling time reimbursement**

- (a) If we require you to work at a place other than your usual retail stores, we will pay for your time spent travelling to and from your residence to the other retail store in excess of the time you would normally spend travelling to and from your usual retail stores (excess travelling time). The maximum excess travelling time you may normally be required to undertake will be 1 hour (in total). You will be paid at your Base Rate (or 150% of your Base Rate on a Sunday or public holiday) at a flat rate

of one hour. In the event that your excess traveling time is in excess of 1 hour (in total), you may make a claim for the additional time travelled at the rate mentioned above.

**17.6. Transport reimbursement**

- (a) We will reimburse you for any taxi or rideshare-app fares reasonably incurred for travel between your retail store and your residence if:
- (i) you start work before 7.00 am or start or finish work after 10.00 pm; and
  - (ii) your regular means of transport is not available; and
  - (iii) you are unable to arrange your own alternative means of transport; and
  - (iv) Optus Retail does not arrange transport.

**17.7. Broken Hill allowance**

- (a) If your usual retail store is within the County of Yancowinna in New South Wales (Broken Hill), we will pay you an allowance of \$1.06 per hour.
- (b) This allowance will be increased at the same time and by the same amount as the Broken Hill allowance under the Award.

**18. What other provisions are there for Store Managers?**

- 18.1. If you are a Store Manager, you will be paid an annual salary that is intended to provide compensation for all penalty rates and loadings (including evening, weekend, public holidays and reasonable additional hours) for hours you are expected to work. The provisions in this Agreement relating to penalty rates, loadings and overtime (as set out in the clause 28 *What extra pay will I receive* and clause 29 *What are my overtime arrangements and what extra pay will I receive?*) do not apply to you, with the provisions contained in *Schedule 2 – Store Managers* applying instead. Your annual salary also compensates you for laundry related expenses and the amount payable for laundry expenses set out in the clause 22 *What am I expected to wear at work?* do not apply to you.

**19. When will I get paid?**

- 19.1. Your Base Fortnightly Rate will be paid by Optus Retail fortnightly into your nominated bank account on a regular pay day.
- 19.2. Optus Retail may only change the regular pay day by giving 4 weeks' written notice.

**20. What are my superannuation benefits?**

- 20.1. You may choose a superannuation fund in accordance with Part 3A of the *Superannuation Guarantee (Administration) Act 1992* (Cth) to which Optus Retail will make the superannuation contributions necessary under that Act. If you do not exercise such choice, Optus Retail shall make those contributions into:



- (a) Your 'stapled fund' as determined by the Australian Taxation Office ("ATO"); or
  - (b) If the ATO does not identify a 'stapled fund' for you, to a default superannuation fund determined by Optus Retail which may change from time to time. This default fund will offer a MySuper product.
- 20.2. You may elect to make superannuation contributions in addition to the contributions made by Optus Retail. These additional contributions will be treated as salary sacrifice or voluntary contributions. You must inform the payroll department if you wish to make such contributions.
- 20.3. We will make superannuation contributions while you are on:
  - (a) paid leave;
  - (b) absence from work due work-related injury or illness for which you are receiving workers compensation for up to 52 weeks.
- 20.4. Optus Retail will make superannuation contributions to employees who are under 18 years of age and have not worked 30 hours a week - notwithstanding that there is no requirement under superannuation guarantee legislation as at the making of this agreement.
- 20.5. For payment of superannuation while on parental leave, see clause 36 *Parental Leave*.

## **21. Can I salary package part of my pay?**

- 21.1. You may choose to take advantage of salary packaging in accordance with our policies and package part of your 'pre-tax' Base Salary in return for other benefits such as a motor vehicle.
- 21.2. Under a salary packaging arrangement, we make various payments on your behalf from your 'pre-tax' Base Salary rather than from your 'after tax' Base Salary.

## **22. What am I expected to wear at work?**

- 22.1. We take great pride in the Optus brand and our products and services. As you represent our brand, it is our expectation that you must always present yourself in a professional manner.
- 22.2. You will be supplied a uniform on commencement of your employment which will be replaced during your employment when required due to fair wear and tear.
- 22.3. You are required to return the uniform at the conclusion of your employment.
- 22.4. We will pay you a laundry allowance of \$6.25 per week if you are a full-time employee, or \$1.25 per shift if you are a part-time or casual employee.
- 22.5. This allowance will be increased at the same time and by the same amount as the laundry allowance under the Award.

## 23. Am I reimbursed for work related expenses?

- 23.1. You are entitled to claim reimbursement of all reasonable work related expenses, with prior approval from your manager, as specified in our policies.
- 23.2. You will not be required to use your own motor vehicle in performing your duties.

## 24. What deductions can Optus Retail make from my pay?

- 24.1. Optus Retail may make deductions from your pay as required by law or under a court order, including a garnishee order.
- 24.2. Optus Retail may with your authorisation, set off any monies you owe to us against any amounts we owe you. This may include, but is not limited to, any outstanding advances in pay or leave or, overpayment of your pay or any other entitlement.

## 25. What if I am overpaid?

- 25.1. If you are overpaid, you will be expected to let us know so that we can rectify the situation as quickly as possible.
- 25.2. Where an overpayment is made to you, Optus Retail will advise you in writing and include details of the amount you have been overpaid, the reason for it occurring and a suggested repayment plan. The terms of repayment will be subject to an agreement between you and Optus Retail. If you disagree with the details of an overpayment or a suggested repayment plan, you should discuss your concerns with Optus Retail.



## PART 4 - MY HOURS OF WORK

## 26. What is the span of ordinary hours of work?

- 26.1. If you work in a store other than those with extended trading hours, ordinary hours may be worked during the following periods:

<b>Monday to Friday</b>	8am – 9:30pm
<b>Saturday</b>	8:30am – 6:30pm
<b>Sunday</b>	8:30am – 6:30pm

- 26.2. If you work in a store with trading hours that extend beyond 10pm Monday to Friday, or 6pm on Saturday or Sunday (such as those located at an airport), your ordinary hours may be worked during the following periods:

<b>Monday to Saturday</b>	7am – 11pm
<b>Sunday</b>	9am – 11pm

### 26.3. Maximum ordinary hours on a day

- (a) You may be rostered to work up to a maximum of 11 ordinary hours on one day per week, and a maximum of 9 ordinary hours the other days that week.

## 27. How will my hours be rostered?

### 27.1. The roster system

- (a) Optus Retail will take into consideration the following principles in determining how your working hours are rostered:
  - (i) the most efficient and effective way of delivering a brilliant experience for our customers; and
  - (ii) the most effective way of meeting your work, personal development, and workplace health and safety needs.
- (b) Your ordinary hours of work will be rostered over a maximum 4 week roster cycle.
- (c) All employees will generally be expected to work a reasonable level of late night trade and weekend shifts during their 4 week roster. To meet business needs, additional hours including overtime may need to be performed from time to time.
- (d) Optus Retail will prepare a roster displaying start and finishing times for ordinary hours of work at least a week prior to the commencement of the roster. Should we be unable to meet this requirement, you will be notified when the roster for the upcoming 4 week period will be available. It is your responsibility to regularly check the roster to ensure you are aware of upcoming shifts.
- (e) Ordinary hours of work on any day will be continuous, except for rest breaks and meal breaks as specified in clause 30 *When will I take my breaks?*.

### 27.2. Roster Requirements

- (a) Optus Retail will roster your ordinary hours such that you are not required to work on more than 5 days per week. If you are required to work 6 days in one week, you will be rostered on for no more than 4 days in the following week.
- (b) Unless agreed otherwise, Optus Retail will also roster your ordinary hours so that you will have at least 2 consecutive days off per week, or 3 consecutive days off per 2 week cycle.
- (c) Optus Retail will roster you for a maximum of 6 consecutive days.
- (d) Unless agreed otherwise, if you regularly work on Sundays, we will roster you so that you will have at least one period of 3 consecutive days off (including Saturday and Sunday) every 4 week cycle. However, this will not apply to part time or casual employees whose available days of work make it impracticable to roster in the manner set out in this paragraph.

**Example:** Ash is a part time employee who has guaranteed hours of 30 hours per week. Ash is available to work her guaranteed hours on Thursday – Sunday between 9am to 5pm. Ash regularly works on Sundays and it is not practical for Ash to be rostered to have 3 consecutive days off in the manner prescribed by this paragraph.



### 27.3. Roster changes

- (a) Rosters may be changed by mutual agreement by you and Optus Retail at any time before you arrive for work. Variation to a part-time employee's hours are dealt with in clause 8.4(g).
- (b) We may during times of unforeseen circumstances provide less than 24 hours' notice of a change to your roster. If this occurs, Optus Retail will ensure you are notified of the change as soon as possible either in person or via telephone.
- (c) A minimum of 7 days' notice will be provided for permanent changes to the roster, unless the majority of employees affected by the change agree with Optus Retail to a lesser period of notice. If the employee disagrees with the change, the period of written notice of the change required to be given is extended to at least 14 days in total.

## 28. What extra pay will I receive?

### 28.1. Weekday evenings, weekends and public holidays

- (a) To compensate you for working weekday evenings, weekends and on public holidays, you will receive rates for ordinary hours worked in accordance with the below table:

	Full-time and part-time employees	Casual employees
	% of your Base Hourly Rate	% of your Base Hourly Rate (inclusive of 25% casual loading)
Monday to Friday – after 6:00pm	125%	150%
Saturday	125%	150%
Sunday	150%	175%
Public Holidays	225%	250%

- 28.2. In this Agreement, a public holiday is as defined in the NES.
- 28.3. If you are a Store Manager, you are not entitled to the above rates. Your Base Salary includes an amount to compensate you for working on these days.
- 28.4. The above rates are not payable when you work overtime.

## 29. What are my overtime arrangements and what extra pay will I receive?

- 29.1. You may be required to work overtime as reasonably required by Optus Retail, you may refuse to work the overtime if it is unreasonable, your refusal is reasonable or if you are a part time employee. You will only receive payment for overtime if you have been directed to work the overtime by Optus Retail.

29.2. Overtime is calculated on a daily basis and paid for the hours worked:

- (a) in excess of the maximum ordinary hours on a day;
- (b) outside the span of ordinary hours of work as set out in *Part 4 – My Hours of Work*;  
or
- (c) in excess of the hours outlined below:
  - (i) if you are a full-time employee, after working more than 152 ordinary hours of work over your 4 week roster cycle or outside the roster conditions set out in clause 27.2 *Roster Requirements*;
  - (ii) if you are a part-time employee, after working more than 76 ordinary hours in a fortnight;
  - (iii) if you are a part-time employee, after working hours which are outside both your guaranteed minimum hours and your agreed availability in a roster cycle (including as temporarily varied in accordance with clause 8.4 *Part-time employee*). In this regard, additional hours within your agreed availability (as defined in clause 8.4 *Part-time employee*) are not overtime hours within this subclause;
  - (iv) if you are a casual employee, after working more than 38 ordinary hours in one week.

29.3. Overtime will be calculated in accordance with the table below:

For overtime worked on	Overtime rate for full-time and part-time employees	Overtime rate for casual employees (inclusive of 25% casual loading)
	% of your Base Hourly Rate	% of your Base Hourly Rate (inclusive of 25% casual loading)
Monday to Saturday — first 3 hours	150%	175%
Monday to Saturday — after 3 hours	200%	225%
Sunday	200%	225%
Public holiday	250%	275%

If you are a Store Manager, you are not entitled to payment of overtime under this clause. Your overtime entitlements are set out under clause 18 *What other provisions are there for Store Managers?* and Schedule 2 of this Agreement.

### 30. When will I take my breaks?

#### 30.1. Meal breaks and rest breaks

(a) The timing and duration of your breaks will generally be structured by Optus Retail to meet customer and operational requirements. However, we will not require you to:

- (i) take a rest break or meal break within the first or the last hour of a shift; or
- (ii) take a rest break combined with a meal break; or
- (iii) work more than 5 hours without taking a meal break.

(b) Your rest breaks are paid and meal breaks are unpaid, with breaks given as follows:

Hours Worked	Rest Break	Meal Break
Work less than 4 hours	No rest break	No meal break
Work 4 hours or more but no more than 5 hours	One 10 minute rest break	No meal break
More than 5 hours but less than 7 hours	One 10 minute rest break	One meal break of at least 30 minutes but not more than 60 minutes
Work 7 hours or more but less than 10 hours	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours	One meal break of at least 30 minutes but not more than 60 minutes.
Work 10 hours or more	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours	Two meal breaks each of at least 30 minutes but not more than 60 minutes

(c) Unpaid meal breaks do not count as time worked.

### 31. Breaks between work periods

- 31.1. You will receive a 10 hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.
- 31.2. Where you start work without having had 10 hours off work then we will pay you at double the rate you would be entitled to until such time as you are released from duty for a period of 10 consecutive hours off work. You will not lose any pay for your ordinary



hours not worked during the period of a break between shifts required under this clause.

### **32. Will I be paid for attending store meetings?**

- 32.1. Yes. Optus Retail will pay you at your Base Hourly Rate for attendance at store meetings during your ordinary hours of work. You will be paid overtime rates for any attendance at meetings outside your ordinary hours of work. This does not include attendance at non-compulsory events such as our Christmas Party.
- 32.2. You will also be paid to attend any Optus Retail compulsory training. Where the training is for your own professional development and is not necessary for you to perform the core duties of your role, this will not apply.

### **33. What happens if Optus Retail wishes to change my ordinary hours of work or regular roster?**

- 33.1. We will consult first with you if we are proposing to change your ordinary hours of work or regular roster. You may be represented for the purpose of this consultation.
- 33.2. We will provide you with information about the proposed change (for example the nature of the change and when the change will begin), other than confidential information. We will then invite you to provide your views about the impact that the proposed change may have on you personally (including any impact on your family or caring responsibilities) and consider those views.
- 33.3. This clause does not apply if your working hours are irregular, sporadic or unpredictable and is to be read in conjunction with other provisions of this agreement concerning scheduling of work or giving of notice.



## **PART 5 - MY LEAVE BENEFITS**

### **34. General**

- 34.1. Optus Retail provides leave benefits in addition to your entitlements under the NES and our policies explain how you can access them.
- 34.2. In summary, the NES provides the following leave entitlements:
  - (a) 4 weeks of annual leave each year for full-time employees. Part-time employees are entitled to a pro-rata amount of annual leave depending on their hours of work;
  - (b) up to 10 days of paid personal/carer's (sick) leave each year for full-time employees. Part-time employees are entitled to a pro-rata amount of paid personal/carer's leave depending on their hours of work;
  - (c) where you have used up your untaken paid personal leave entitlements, up to 2 days of unpaid carer's leave on each occasion;

- (d) up to 2 days of compassionate leave on each occasion a member of your immediate family or household dies or develops a life-threatening illness or injury. This includes the circumstance where you experience a miscarriage or stillbirth. Compassionate leave is paid leave for full-time and part-time employees, and unpaid leave for casual employees. We also provide permanent full-time and part-time employees with additional entitlements in certain circumstances (see clause 41 *Bereavement Leave & Compassionate Leave*);
- (e) 10 days' paid family and domestic violence leave which is available immediately at the start of employment or on 1 February 2023 and resets each subsequent 12 months. This leave does not accumulate and will not be paid out upon termination of employment;
- (f) up to 12 months of unpaid parental leave for long term casual employees and full-time and part-time employees who have completed at least 12 months continuous service with Optus Retail, with a right to request a further 12 months of unpaid parental leave. Optus Retail supplements this with paid parental leave, as set out in clause 36 *Parental Leave*;
- (g) up to 10 days of paid jury service leave for full-time and part-time employees;
- (h) unpaid leave for certain community service activities; and
- (i) long service leave consistent with state long service leave legislation.

34.3. The following provisions in this Agreement build on your NES leave entitlements.

## **35. Annual Leave**

### **35.1. When can I take annual leave?**

- (a) We encourage you to take some time out of work to recharge so that when you're back at work, you're energised and ready to provide a brilliant service for our customers. If you wish to take annual leave, you can apply for it in line with Optus Retail's policies. We will try to accommodate your requests having regard to Optus Retail's business requirements. There are some very busy periods in our stores that will mean only limited leave will be granted over this period so be sure to get your application in early!

### **35.2. Can I "sell" some of my annual leave?**

- (a) Yes. We understand that on occasion, you'd value the additional cash rather than taking the corresponding annual leave. Optus Retail's leave policies will provide for the opportunity to "sell" some of your annual leave back to Optus Retail each year provided that:
  - (i) any agreement to sell leave will be in writing;
  - (ii) the maximum amount of accrued paid annual leave that may be cashed out in a calendar year is 2 weeks; and
  - (iii) you will have at least 4 weeks' annual leave after you have sold the amount of annual leave.

- (b) If you sell your leave, you will be paid in a lump sum the amount that you would have been paid if you had taken that annual leave.

**35.3. Can I be required to take annual leave?**

- (a) Yes. In limited circumstances we might require you to take some of your leave, for example, if you have accrued too much annual leave (more than 8 weeks) and don't have any foreseeable plans to take it, or if we are shutting down some or all of our stores (or perhaps reducing down to skeleton staff) for a period.
- (b) We will always talk to you before we require you to take annual leave and try to work out another solution or a plan of action so that we can avoid having to ask you if we can. We will only require you to take annual leave if it is reasonable in the circumstances.
- (c) In the case where Optus Retail is shutting down some or all of our stores (or perhaps reducing down to skeleton staff) for a period, you will be given 4 weeks' notice to take annual leave.
- (d) You will be considered to have excessive annual leave accrual if you have more than 8 weeks of annual leave. Any requirement by Optus Retail for you to take annual leave must not result in you having less than 6 weeks' of annual leave after the leave has been taken. A requirement to take leave under this clause will be for at least one week of paid annual leave and the employee will be provided at least 8 weeks' notice of the requirement and no more than 12 months' notice.
- (e) If you have excessive annual leave accrued for more than 6 months, you may provide Optus Retail with written notice requesting to take one or more periods of leave. Optus Retail will grant all requests that:
  - (i) are for not less than one week;
  - (ii) do not result in you having less than 6 weeks of annual leave after the leave is taken; and
  - (iii) provide at least 8 weeks' notice to take the leave.

**35.4. Can I "buy" extra annual leave?**

- (a) Yes. Sometimes you may want to take a longer break, so Optus Retail's leave policies will provide an opportunity each year where you can apply to "buy" extra annual leave. If your application is approved, you will buy the extra annual leave by sacrificing a portion of your pay over a few pay periods in return for the extra annual leave.

**35.5. Will I be paid any loadings whilst on annual leave?**

- (a) You will not receive any loadings while you are on annual leave. Your Base Salary includes an amount to compensate you for this.

## 36. Parental Leave

- 36.1. Eligible employees shall be entitled to parental leave in accordance with Optus Retail's policies which will always be maintained to provide, as a minimum, the standards included in federal legislation as varied from time to time. Optus Retail's policies will provide that parental leave will apply to stillbirth (as defined by NES), surrogacy and long term foster care.
- 36.2. Long term foster care (in this agreement) is when the child (under 16 years old at time of placement) is placed with the carer on an ongoing or indefinite basis due to the unlikely possibility of return to the child's birth parents including through a permanent care order, kinship care and relative care.
- 36.3. **Am I eligible for paid parental leave?**
- (a) Optus Retail's leave policies will ensure that provided you are a full-time or part-time employee and are eligible for unpaid parental leave under the NES, you can receive 14 weeks of paid parental leave if you are the primary carer for a child.
  - (b) You will receive this benefit if you are the primary carer though:
    - (i) adoption: or
    - (ii) long term foster care.
  - (c) Your period of paid parental leave as the primary carer is taken at the same time as your period of unpaid parental leave and must be taken in a single continuous period and completed by the child's first birthday or 12 months from the date of placement of an adopted child or long term foster care.
  - (d) Your entitlement to paid primary carer leave will be reduced by the period of paid partner leave already taken.
- 36.4. **I'm the secondary carer, do I get any leave benefits to spend some time with my family?**
- (a) Provided you are a full-time or part-time employee and meet the NES eligibility requirements for unpaid parental leave, or if you are providing long term foster care, you will receive up to 4 weeks of paid partner leave to spend time with the new addition to your family. Your period of paid partner leave will reduce your period of unpaid parental leave. A secondary carer can take up to 8 weeks unpaid parental leave in accordance with the NES.
- 36.5. **What happens if a public holiday falls during my period of paid leave?**
- (a) If a public holiday falls during the period of paid parental leave or paid partner leave, your paid leave period will not be extended to provide additional time in place of the public holiday.

**36.6. What happens if I become pregnant again during my period of paid or unpaid parental leave? Will I get further paid leave entitlements?**

- (a) You must complete a further 12 months' continuous service with us in order to be entitled to a further payment for parental leave under Optus Retail's policy.

**36.7. Would I be able to access paid leave again if my caring status changes from long term foster care to adoption in relation to the child?**

- (a) You can only access the paid leave in this provision once in relation to the same child. For the avoidance of doubt, should you adopt a child you have had in your long term foster care, you will be able to access unpaid parental leave in accordance with the NES.

**36.8. Superannuation contributions**

- (a) We will make superannuation contributions on unpaid parental leave where you are the primary carer for your child to the extent that leave is taken before your child's first birthday or 12 months from the date of the placement of your adopted child to a maximum of 38 weeks' leave. We will make these superannuation contributions based on your rate of pay immediately prior to you taking parental leave.

**37. Connected Day**

- 37.1. A Connected Day is the opportunity for employees to connect with the things that they love and the things that matter most to them, which may include anything from their culture, family, health, community or wellbeing.
- 37.2. Full-time and part-time employees who have been engaged for a continuous period of 12 months or more will receive a 'Connected Day' to be taken in accordance with our policies. A Connected Day is one day of paid leave per calendar year which cannot be taken in part days.
- 37.3. You may not take a Connected Day during a probationary period or during any period of notice of termination. Taking Connected Day Leave is subject to you providing appropriate notice to your manager, and operational requirements. Unused Connected Days do not accumulate from year to year and will not be paid out upon termination of employment.

**38. Emergency Services Leave**

- 38.1. A full time or part time employee, who engages with a recognised voluntary emergency services organisation and who is requested, by that organisation, to attend an emergency or natural disaster, is entitled to emergency services leave.
- 38.2. It is the responsibility of the employee to inform Optus Retail of any such required attendance, including its timing and duration, and to provide Optus Retail with evidence of the required attendance.

- 38.3. An employee complying with the above conditions shall receive payment of their ordinary pay for a period of up to 5 days in a 12 month period. Where the employee has performed 3 continuous days of emergency services activities, an additional day of paid Emergency Services Leave will be provided for the purposes of recovery. An employee may also be entitled to additional periods of paid leave, and/or a combination of paid and unpaid leave, subject to the circumstances of the particular emergency or natural disaster and applicable law.

### **39. Gender Affirmation Leave**

- 39.1. We are committed to supporting employees who would like to affirm their gender in our workplace. Optus Retail policies will provide for up to 4 weeks of paid leave for the purpose of an employee affirming their gender.

### **40. Jury Service**

- 40.1. A full time or part time employee summoned to attend jury service will continue to receive their salary for the duration of their attendance.

### **41. Bereavement Leave & Compassionate Leave**

- 41.1. In the unfortunate circumstances where a member of your immediate family or household passes away (including circumstances where you or your spouse experience a miscarriage that occurs between 12 to 20 weeks of pregnancy), Optus Retail will provide full time and part time employees up to 5 days of paid bereavement leave (inclusive of any NES entitlement). You may be requested to provide evidence to support your absence in accordance with Optus Retail's policy.
- 41.2. For full time and part time employees, Optus Retail will approve all reasonable requests for paid compassionate leave of 2 days on the occasion of a member of your immediate family or household contracting or developing a personal illness or sustaining a personal injury, where either situation poses a serious threat to their life. Paid compassionate leave of 2 days will also apply if you or your spouse has a miscarriage before 12 weeks of pregnancy or where a child is stillborn (as defined by NES) and would have been a member of your immediate family or a member of your household. Paid leave beyond 2 days may be approved on a case by case basis. Applications for extended unpaid compassionate leave may also be considered.
- 41.3. For the purposes of this Agreement, 'immediate family' shall include;
- (a) a member of the employee's household;
  - (b) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite, or same sex, who lives with the employee as husband, wife, or same sex partner, on a bona fide domestic basis although not legally married to the employee;
  - (c) a child, adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including foster parent and step parent), parent-in-law,



grandparent, grandchild, sibling of the employee or of the spouse of the employee;  
and

(d) for Indigenous employees, this extends to kinship.

#### **42. Career Break**

- 42.1. Full time and part-time employees are able to request a Career Break in accordance with our Optus Retail Policies as amended from time to time. All approved Career Breaks will require you to utilise all of your accrued annual leave and long service leave (where applicable) with the remainder of your career break being treated as unpaid.

#### **43. Leave without pay**

- 43.1. All periods of leave without pay will not count as service and will not be taken into account when calculating any incentive or other benefits. However, any period of approved leave without pay will not break your continuity of service with Optus Retail. Leave without pay is not an entitlement and will not be encouraged outside of other forms of unpaid leave types.

#### **44. Blood Donation Leave**

- 44.1. We recognise that blood donations are truly life-saving, and want to ensure you are actively encouraged to participate in donating where it is appropriate for you to do so.
- 44.2. A full-time or part-time employee may request up to 2 hours of paid leave on each occasion for the purpose of supporting the community through blood, platelet, or plasma donations through the Australian Red Cross Lifeblood Service. This leave may be taken a maximum of 4 times per calendar year.

#### **45. Family and Domestic Violence Leave**

- 45.1. Optus Retail recognises the impact of family and domestic violence on employees and their families. Optus Retail acknowledges that employees may require time off work for various purposes associated with the effects of family and domestic violence including medical appointments, counselling, legal proceedings and/or other matters related to the effects of family and domestic violence. Employees can access 10 days per year of service of paid family and domestic violence in accordance with the NES. Employees may also access further paid / unpaid leave for these purposes by agreement.

#### **46. Workers' Compensation**

- 46.1. Any Optus Retail employee who, as a result of a compensable injury suffered in the course of their employment with Optus Retail, receives payments under workers' compensation legislation, shall be paid by Optus Retail the difference between the payments received under the workers' compensation legislation and the salary which would otherwise be paid to the employee up to a maximum of 52 weeks from the date of injury. Full participation in any approved return to work program will be a prerequisite to the payment of this make up payment.

## 47. Other leave

- 47.1. Recognising that this Agreement is about minimum entitlements only, Optus Retail may, in its sole discretion, consider requests for further paid / unpaid leave on a case by case basis.

## 48. What happens if I am absent from duty without authorised leave (AWOL)?

- 48.1. As a member of our team, we, your fellow team members, and our customers rely on you to provide a leading customer experience. As such, if you are absent from duty without authorised leave, your absence will be treated as unauthorised and you will not be entitled to payment for the period of your absence. All periods of absence without authorised leave may also be subject to disciplinary action up to and including dismissal.
- 48.2. If you are absent for 5 days without authorised leave and you have failed to contact your manager to provide a reasonable explanation for your absence you will have abandoned your employment and your employment will cease at the end of those 5 days. If you have abandoned your employment, you will only be entitled to payment up to the last day that you worked.



## PART 6 - LEAVING OPTUS RETAIL

## 49. What happens when I leave Optus Retail?

### 49.1. During your probation period

- (a) Please refer to *Clause 10 Is there a probationary period?* for information regarding termination of your employment during your probationary period.

### 49.2. Resignation

- (a) After your probationary period, if you are a full-time or part-time employee and you wish to resign from your employment with Optus Retail, you must provide us with 4 weeks' written notice.
- (b) If you are a casual employee, you must provide 1 hour's written notice of your resignation.
- (c) We may choose to pay you in lieu of your notice period.
- (d) If you resign and do not provide the notice required, you will not be paid for the notice period not provided.
- (e) Unless Optus Retail agrees, your notice of termination of employment cannot run concurrently with a period of annual or long service leave.

**49.3. Notice of termination by us**

- (a) If you are a full-time or part-time employee, your employment may be terminated by us by giving you 4 weeks' written notice. If you are a full-time or part-time employee over the age of 45 years and have completed at least 2 years of continuous service with Optus Retail, we will provide you with an additional week's notice of termination of employment.
- (b) If you are a casual employee, your employment may be terminated by us if we provide you with 1 hour's written notice.
- (c) We may choose to pay you in lieu of your notice period.

**49.4. Summary dismissal**

- (a) Optus Retail may terminate your employment at any time without notice in the case of serious misconduct.

**49.5. Payment on termination of employment**

- (a) Optus Retail will pay you unpaid wages and amounts due under the NES no later than 7 days after the day on which your employment terminates.
- (b) Any payments in relation to the Optus Retail Incentive Plan will be paid in accordance with the standard incentive plan payment terms.

**50. What happens if my role is made redundant?**

- 50.1. If your position has become redundant and your employment is terminated by Optus Retail as a consequence of us not being able to find you suitable alternative employment, you will receive a severance payment of 4 weeks' at your Base Salary for 1 year's completed service and then 3 weeks' at your Base Salary per completed year of service for each subsequent year. Any employee with 10 or more years completed service will also receive an additional week's pay.
- 50.2. Your total severance payment will not exceed 48 weeks' remuneration. Any severance payment under this Agreement includes payment in respect of any entitlement to redundancy pay under the NES.
- 50.3. You will not be entitled to a severance payment under this clause where we find you suitable alternative employment. Suitable alternative employment will involve a consideration of a role suited to your skills or a role which, with some training, you will be able to perform at a competent level.
- 50.4. In addition to your severance payment, you will also be entitled to be paid for any accrued but unused annual and long service leave entitlements in accordance with the NES. You will also be entitled to notice of termination, or a payment in lieu of notice, in accordance with this Agreement.
- 50.5. This clause does not apply to casual employees.



## PART 7 – INDIVIDUAL FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION

### 51. What if the terms of the Agreement prevent us from being able to come to an individual agreement about how things should work?

51.1. Sometimes the terms of this Agreement may restrict us from making changes to the way we work to meet our or your needs. In such cases, we may enter into an agreement to vary the terms of this Agreement through the use of an Individual Flexibility Agreement ("IFA"), provided the terms in this clause are met.

51.2. Here is an example of how an IFA can benefit you:

**Case study: The benefits of an IFA:** Dave is a full-time retail consultant at Optus Retail. Dave's employment is covered by the Optus Retail Agreement 2023 which includes a flexibility term allowing IFAs to be made about the hours an employee works within the Agreement's span of hours.

Dave wants to coach his son's under 10's football training on Sunday afternoons. Dave makes an IFA with Optus Retail allowing him to start and finish work half an hour early on Sundays without the usual penalty rate that would apply for the first half hour. Dave is better off overall because he can attend his son's training, something he values as a significant non-financial benefit.

(a) If you are covered by this Agreement, we may agree to make an IFA to vary the effect of terms of the Agreement if:

- (i) the IFA deals with 1 or more of the following matters:
  - A. arrangements about when work is performed;
  - B. overtime rates;
  - C. penalty rates; or
  - D. allowances.
- (ii) the arrangement meets our genuine needs in relation to 1 or more of the matters mentioned in clause 51.3(a)(i);
- (iii) the arrangement is genuinely agreed to by you and Optus Retail; and
- (iv) the arrangement is entered into following the commencement of your employment.

(b) Optus Retail will ensure that the terms of the IFA:

- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*;
- (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (iii) result in you being better off overall than you would be if no arrangement was made.

(c) Optus Retail will ensure that the IFA:

- (i) is in writing;
- (ii) includes the names of the parties to the IFA i.e. you and Optus Retail;
- (iii) is signed by you and an appropriate representative of Optus Retail and if you are under 18 years of age, signed by your parent or guardian;
- (iv) if you have a limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that you understand the IFA;
- (v) includes details of:
  - A. the terms of this Agreement that will be varied by the arrangement;
  - B. how the arrangement will vary the effect of the terms; and
  - C. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - D. states the day on which the arrangement commences.

(d) Optus Retail will give you a copy of the IFA within 14 days after it is agreed to.

(e) You and Optus Retail may terminate the IFA:

- (i) by giving 13 week's written notice to the other party to the arrangement;  
or
- (ii) a lesser period where Optus Retail and you agree in writing at any time.

## **52. What happens if there is a significant change at work which affects me?**

- 52.1. If Optus Retail makes a definite decision to introduce major workplace changes that are likely to have a significant effect on employees, it will consult with employees to discuss ways in which it can minimise those impacts where possible. Employees may be represented for the purposes of this consultation.

## **53. How are issues resolved under this Agreement?**

- 53.1. We want to provide a productive, rewarding, enjoyable work environment for our employees. This environment should be characterised by co-operation, mutual respect and open communication directly between management and employees.
- 53.2. This clause sets out the procedures to be followed for preventing and settling disputes between you and Optus Retail about matters arising under this Agreement and in relation to the National Employment Standards.
- 53.3. While any issue in dispute is being addressed through the below procedure, you must not perform your duties in a way which causes any disruption to the operation of Optus Retail's business.

#### 53.4. The Steps

**Step 1:** → If you anticipate or are experiencing a job-related problem, you should in the first instance discuss it with your immediate supervisor or manager.

Managers are required to set aside the time necessary for a fair and open discussion.

Under no circumstances will you be disadvantaged if you raise an issue for discussion on a genuine basis.

When appropriate, managers should investigate the facts, consider any policies and practices that may be applicable and may consult with a People and Culture representative for advice as required.

Your manager should give you a response within a reasonable period of time.

**Step 2:** → If the problem is not resolved after taking the steps set out at Step 1, or if there is some reason why the problem cannot be discussed with your immediate supervisor, you may take it to the next level manager or to your People and Culture representative or both.

**Step 3:** → If there is still an unsatisfactory resolution to the matter after taking the steps set out at Step 1 and Step 2, you can raise the matter with the next level leader (Area Manager/ State Manager/ VP Branded Retail) and/or the relevant Director of People and Culture.

**Step 4:** → Should the above steps fail to resolve the issue, you (or your representative) can escalate the matter to the Employee Relations team.

**Step 5:** → If these discussions are unsuccessful you or Optus Retail can refer the matter to the Fair Work Commission for conciliation. The Fair Work Commission's role is limited to providing assistance in an attempt to resolve the dispute.

**Step 6:** → If conciliation does not resolve the issue, you and Optus Retail may agree to ask the Fair Work Commission to arbitrate the dispute.

53.5. Either you or Optus Retail may appoint a representative at any stage of a dispute resolution process (who can be a legal practitioner for the purposes of Step 5 or Step 6).



## SCHEDULE 1 - CLASSIFICATION STRUCTURE

Job Classification	Minimum Rate/Base Salary (per annum)	Job Description
Retail Consultant	\$48,470	<ul style="list-style-type: none"><li>• Reports to Store Manager</li><li>• Accountable for: Keeping up to date with latest products and services and providing customers with the best solution based on their needs.</li><li>• Key Responsibilities include:<ul style="list-style-type: none"><li>◦ Delivering brilliant service with every customer interaction including sales of Optus products and services and responding to customer enquiries</li><li>◦ Understanding the customer's story and finding the best solutions for their needs</li><li>◦ Resolving customer issues and knowing when to escalate issues to the Store Manager if required</li><li>◦ Keep up to date with the latest product knowledge to better serve our customers</li><li>◦ Achievement of Customer and Sales KPI's</li><li>◦ Ensure a high standard of store &amp; product presentation</li><li>◦ Demonstrate effective visual merchandising of the store</li><li>◦ Complete ordering and processing inventory as required</li><li>◦ Processing of customer sales</li><li>◦ Processing repairs</li><li>◦ Other duties as required</li></ul></li></ul>
Specialist Retail Consultant	\$52,687	<ul style="list-style-type: none"><li>• Reports to Store Manager</li><li>• Accountable for: Managing complex customer enquiries/issues and providing specialist services in store.</li><li>• Key Responsibilities include:<ul style="list-style-type: none"><li>◦ Performs the duties required of a Retail Consultant</li><li>◦ Acting as a subject matter expert in store on various products and services</li><li>◦ Coaching and Mentoring Retail Consultants to further develop their knowledge of products and services</li><li>◦ Achievement of Customer and Sales KPI's</li><li>◦ Ensure a high standard of store &amp; product presentation</li><li>◦ Demonstrate effective visual merchandising of the store</li></ul></li></ul>



Job Classification	Minimum Rate/Base Salary (per annum)	Job Description
		<ul style="list-style-type: none"> <li>○ Complete ordering and processing inventory as required</li> <li>○ Processing of customer sales</li> <li>○ Processing repairs</li> <li>○ Other duties as required</li> <li>• Specialist Retail Consultant roles include, but are not limited to: <ul style="list-style-type: none"> <li>○ Concierge</li> <li>○ Business Specialist</li> </ul> </li> </ul>
Assistant Store Manager	\$56,805	<ul style="list-style-type: none"> <li>• Reports to Store Manager</li> <li>• Accountable for: Supporting the Store Manager in the day to day operations and performance of the store</li> <li>• Key Responsibilities include: <ul style="list-style-type: none"> <li>○ Performing the duties required of a Retail Consultant and Specialist Retail Consultant</li> <li>○ Supporting the Store Manager in the development and mentoring of Retail Consultants and Specialist Retail Consultants to deliver a brilliant customer experience</li> <li>○ Assisting the Store Manager to maximise the team's performance at every opportunity</li> <li>○ Managing customer escalations through to resolution when the store manager is not available</li> <li>○ Motivating the team to meet performance objectives</li> <li>○ Achievement of Customer, Sales, and team engagement KPI's</li> <li>○ Lead daily team huddles in conjunction with the Store Manager</li> <li>○ Assist in the development of effective rostering to meet Customer, Business &amp; team outcomes</li> <li>○ Other duties as required</li> </ul> </li> </ul>
Store Manager 1	\$74,067	<ul style="list-style-type: none"> <li>• Reports to Area Manager</li> <li>• Store Manager for Tier 3 and Tier 4 Optus Retail stores</li> <li>• Accountable for the direct management of the Optus Retail store team and its performance.</li> <li>• Key Responsibilities include: <ul style="list-style-type: none"> <li>○ Direct management of the store team</li> <li>○ Leading and motivating the team to deliver a brilliant customer experience with each customer interaction</li> </ul> </li> </ul>

Job Classification	Minimum Rate/Base Salary (per annum)	Job Description
		<ul style="list-style-type: none"> <li>○ Maximising the stores sales performance on a range of products and services</li> <li>○ Coaching and development of all store employees</li> <li>○ Responding to and resolving customer issues that have been escalated</li> <li>○ Managing the stores productivity through effective time and attendance and labour cost management</li> <li>○ Addressing performance/behavioural issues as they arise</li> <li>○ Achievement of Customer, Sales, EBITDA and Team engagement KPI's</li> <li>○ Lead daily team huddles</li> <li>○ Development of effective rostering to meet Customer, Business &amp; team outcomes.</li> <li>○ Ensure a high standard of store &amp; product presentation</li> <li>○ Demonstrate effective visual merchandising of the store.</li> <li>○ Complete ordering and processing inventory as required</li> <li>○ Processing of customer sales</li> <li>○ Processing repairs</li> <li>○ Other duties as required</li> </ul>
Store Manager 2	\$80,949	<ul style="list-style-type: none"> <li>• Reports to Area Manager</li> <li>• Store Manager for Tier 2 Optus Retail stores</li> <li>• Accountable for the direct management of the Optus Retail store team and its performance.</li> <li>• Employees at this level will have the same responsibilities however will have greater accountability than a Store Manager 1</li> </ul>
Store Manager 3	\$88,127	<ul style="list-style-type: none"> <li>• Reports to Area Manager</li> <li>• Store Manager for Tier 1 Optus Retail stores</li> <li>• Accountable for the direct management of the Optus Retail store team and its performance.</li> <li>• Employees at this level will have the same responsibilities however will have greater accountability than a Store Manager 1 and Store Manager 2.</li> </ul>



## SCHEDULE 2 – STORE MANAGERS

1. If you are a Store Manager, you will be paid an annual salary that is intended to provide compensation for all penalty rates and loadings (including evening, weekend, public holidays and reasonable additional hours) for hours you are expected to work. The provisions in this Agreement relating to penalty rates, loadings and overtime (as set out in clause 28 *What extra pay will I receive* and clause 29 *What are my overtime arrangements and what extra pay will I receive?*) do not apply to you, with the provisions set out in this Schedule applying to you instead.
2. Your annual salary also compensates you for laundry related expenses and the amount payable for laundry expenses set out in the clause 22 *What am I expected to wear at work?* do not apply to you.

### 3. Ordinary hours on a public holiday

- 3.1. If you work your ordinary hours on a public holiday, you will be paid as normal, but will also receive time off in lieu of the same number of hours as worked. Your time off in lieu must be taken on a day agreed with your Manager.
- 3.2. Unless otherwise agreed, time off must be taken on a mutually agreed date within one calendar month of its accrual. Time in lieu not taken within one calendar month will remain available to take at a time mutually agreed. Optus Retail may, in its absolute discretion, elect to pay out any accrued time in lieu, not taken within one calendar month. Any time in lieu that is paid out to you, including unused time in lieu at the end of your employment, will be paid at your Base Hourly Rate.

### 4. Full-time Store Managers

- 4.1. If you work on a full-time basis, your annual salary compensates you for the expectation that you will work 152 hours per 4 week roster cycle and up to 12 reasonable additional overtime hours (i.e. up to 164 hours per 4 week roster cycle). Your annual salary compensates you for maximum hours worked within the following table (“**Full Time Hours Table**”):

Hours Type	Maximum expected number of hours per 4 week roster cycle	Average hours per week
Evening * and Saturday Hours	56	14
Sunday Hours	16	4
Overtime Hours **	12	3

\* Evening hours for non-extended trading hours stores are between 6pm and 9:30pm, Monday to Friday. Evening hours for extended trading hours stores are between 6pm and 11pm, Monday to Friday.

\*\* Overtime Hours mean hours which are:

- in excess of 152 ordinary hours of work over your 4 week roster cycle;
- in excess of the maximum ordinary hours on a day;
- outside the span of ordinary hours of work as set out in Part 4 – My Hours of Work; or
- outside the roster conditions set out in clause 27.2 Roster Requirements.

- 4.2. For work in excess of any category of 'maximum expected number of hours per 4 week cycle' in the Full Time Hours Table, you will be entitled to:

- (a) for ordinary hours, payment of the SM Excess Hours Loading below for each hour worked:

Day	SM Excess Hours Loading	
Monday – Sunday Hours (excluding Public Holidays, which are dealt with separately above)	\$1.75 per hour	This rate will be increased each year on 1 July. The rate will be the difference between the Store Manager 1 Hourly Rate of Pay and the Retail Employee Hourly rate of pay under the Modern Award.

- (b) for overtime hours in excess of the Overtime Hours, payment of the SM Overtime Payment:

Day	SM Overtime Payment	
Monday – Sunday Hours	\$52.30 per hour	These rates will be increased each year on 1 July to the hourly overtime rate payable under the Modern Award for a Retail Employee Level 6
Public Holiday	\$65.38 per hour	

For the avoidance of doubt, this payment applies instead of your Base Hourly Rate.

#### Example – Full-Time Employee #1

Adrian is a full-time store manager and is classified as a Store Manager 1. Adrian's current salary is \$74,067 per annum (i.e. \$1,424.37 per week).

As a full-time employee, Adrian's annualised salary accounts for up to 152 ordinary hours plus 12 additional hours per 4 week roster cycle.

In a 4 week roster cycle, he works 152 ordinary hours (including 20 Sunday hours) and another 4 additional (overtime) hours.

As set out above, the Full Time Hours Table is as follows:

Hours Type	Maximum expected number of hours per 4 week roster cycle	Average hours per week
Evening and Saturday Hours	56	14
Sunday Hours	16	4
Overtime Hours	12	3

Adrian is entitled to payment as follows:

- Adrian is entitled to payment of his annualised salary at the full-time rate over the 4 week period being \$5,697.48 gross;
- Adrian has worked 4 Overtime Hours. However, as Adrian's annualised salary already accounts for an additional 12 Overtime Hours per 4 week roster cycle, Adrian would not be entitled to any SM Overtime Payment during his 4 week period; and
- Adrian would be entitled to the SM Excess Hours Loading for 4 hours because he has worked 20 Sunday hours – which is 4 hours in excess of the maximum expected number of Sunday Hours (i.e. 12 hours) in the 4 week roster cycle.

### Example – Full-Time Employee #2

In the next 4 week roster cycle, Adrian works 152 ordinary hours (including 20 Sunday hours) and another 18 hours of overtime hours. These overtime hours were to fill a gap in the roster as a result of a team member's unplanned absence over 2 days during the 4 week cycle.

Adrian is entitled to payment as follows:

- Adrian is entitled to payment of his annualised salary at the full-time rate over the 4 week period being \$5,697.48 gross;
- Adrian has worked 18 Overtime Hours. However, Adrian's annualised salary already accounts for an additional 12 Overtime Hours per 4 week roster cycle, Adrian is therefore entitled to 6 hours of the SM Overtime Payment during his 4 week period (6hrs x \$52.30); and
- Adrian would be entitled to the SM Excess Hours Loading for 4 hours because he has worked 20 Sunday hours – which is 4 hours in excess of the maximum expected number of Sunday Hours (i.e. 12 hours) in the 4 week roster cycle (\$1.75 x 4).

## 5. Part-time Store Managers

- 5.1. If you work on a part-time basis, your annual salary compensates you for the expectation that you will work a pro-rata amount of 82 hours per fortnight over the roster cycle (comprising 76 hours per fortnight and up to 6 reasonable additional hours). Your annual salary compensates you for maximum hours worked within the following table ("**Part Time Hours Table**"):

Hours Type	Maximum expected number of hours per fortnight (pro-rated according to FTE)**	Average hours per week (pro-rated according to FTE)
Evening*and Saturday Hours	28	14
Sunday Hours	8	4
Overtime Hours***	6	3

\* Evening hours for non-extended trading hours stores are between 6pm and 9:30pm, Monday to Friday. Evening hours for extended trading hours stores are between 6pm and 11pm, Monday to Friday.

\*\* For each category in the Part Time Hours Table, the maximum expected number of hours per fortnight noted above for part-time Store Managers will be pro-rated in accordance with their guaranteed hours as a proportion of 76 hours per fortnight.

\*\*\* Overtime Hours mean hours which are:

- in excess of the maximum ordinary hours in a day;
- in excess of 76 hours in a fortnight;
- outside both your guaranteed and available hours in a roster cycle (including temporary agreed variations to those hours). Additional hours within your agreed availability (as defined in the clause 8.4 Part-time employee) are not overtime hours within this dot point;
- outside the span of ordinary hours of work as set out in Part 4 – My Hours of Work; or
- outside the roster conditions set out in clause 27.2 Roster Requirements.

5.2. For work in excess of any category of 'maximum expected number of hours per fortnight' in the Part Time Hours Table you will be entitled to:

(a) for ordinary hours, payment of the following loading for each hour worked:

Day	SM Excess Hours Loading	
Monday - Sunday Hours (excluding Public Holidays, which are dealt with separately above)	\$1.75 per hour	This rate will be increased each year on 1 July. The rate will be the difference between the Store Manager 1 Hourly Rate of Pay and the Retail Employee Hourly rate of pay under the Modern Award.

(b) for Overtime Hours:

Day	SM Overtime Payment	
Monday - Sunday Hours	\$52.30 per hour	These rates will be increased each year on 1 July to the hourly overtime rate payable under the Modern Award for a Retail Employee Level 6.
Public Holiday	\$65.38 per hour	

(c) For the avoidance of doubt, this payment applies instead of your Base Hourly Rate.



- (d) payment at your Base Hourly Rate for ordinary hours (i.e. non Overtime Hours) which are in excess of 76 hours per fortnight plus the pro-rata of the maximum Overtime Hours contained in the Part Time Hours Table over the roster cycle. For example, if you are 0.4 full time equivalent ("**FTE**") (30.4 hrs per fortnight), you will be paid at your Base Hourly Rate for all ordinary hours (i.e. non Overtime Hours) which are agreed to be worked in excess of 32.8 hrs per fortnight up to maximum of 76 hours in a fortnight.

### Example – Part-Time Employee

Stevie is a part time store manager who is 0.4 FTE and is classified as a Store Manager 1. Stevie's part time annualised salary is \$29,626.80 per annum (based on a full time equivalent salary of \$74,067 per annum) (i.e. \$569.75 per week).

In a fortnight, Stevie work 30.4 ordinary hours and agrees to work 4 additional hours within their agreed availability and another 3 hours which are worked outside the span of ordinary hours – a total of 37.4 hours.

As a part time employee who is 0.4 FTE, Stevie's annualised salary accounts for 30.4 ordinary hours plus 2.4 reasonable additional hours per fortnight – a total of 32.8 hours.

The Part Time Hours Table for Stevie is pro-rated as follows:

Hours Type	Maximum expected number of hours per fortnight (pro-rated at 0.4 FTE)	Average hours per week (pro-rated at 0.4 FTE)
Evening and Saturday Hours	$28 \times 0.4 = 11.2$	5.6
Sunday Hours	$8 \times 0.4 = 3.2$	1.6
Overtime Hours	$6 \times 0.4 = 2.4$	1.2

Stevie is entitled to payment as follows:

- Stevie is entitled to payment of their annualised salary (i.e. based on 30.4 hours per fortnight) is \$1,139.50 gross a fortnight.
- The 3 hours worked outside the span of ordinary hours are Overtime Hours. As Stevie's annualised salary already accounts for an additional 2.4 Overtime Hours per fortnight, Stevie is paid an additional 0.6 hours SM Overtime Payment (0.6 hrs x \$52.30).
- The 4 additional hours are treated as ordinary hours because Stevie has agreed to work in excess of their guaranteed minimum hours but within her agreed availability (see the clause titled 8.4 "Part Time") and these hours are not in excess of 76 hours per fortnight. Stevie is entitled to 4 hours at their Base Hourly Rate (4hrs x \$37.48).



## 6. Store Manager Allowance

- 6.1. Except as set out below, your annual salary includes a Store Manager allowance of \$12,000 per annum which will be incorporated into your Annualised Salary.
- 6.2. Under the former Optus Retail Agreement 2013, a store manager was able to elect to receive a \$12,000 per annum Store Manager Allowance or a fully maintained vehicle.
- 6.3. From the commencement of this Agreement, the Store Manager Allowance will be incorporated into your annual salary. The store manager allowance is also incorporated into the minimum rates in this Agreement.

### Example 1

Stephanie is a Store Manager 1 and before the commencement of this Agreement she has a base salary of \$65,000 per annum and receives the Store Manager Allowance.

When this Agreement commences, Stephanie will no longer receive the Store Manager Allowance but will have a new base salary of \$77,000.

### Example 2

Josh is a Store Manager 3 and before the commencement of this Agreement, he has a base salary of \$90,000 per annum and received the Store Manager allowance.

When this Agreement commences, Josh will no longer receive the Store Manager Allowance but will have a new base salary of \$102,000.

- 6.4. If you have a fully maintained vehicle, then until the end of your current lease or you ceasing to be a store manager (whichever is earlier):
  - (a) you will continue to be provided with the vehicle; and
  - (b) the minimum rates in this Agreement will be reduced by \$5,720 per annum for you.
- 6.5. At the end of the current lease, you will cease to be provided with a vehicle and your annual salary will be increased by \$5,720.

### Example 1

Stephanie is a Store Manager 1 and before the commencement of this Agreement she has a base salary of \$65,000 and receives a fully maintained vehicle. When this Agreement commences, Stephanie will continue with this benefit until 1 July 2025.

The minimum base salary for the Store Manager 1 who has the benefit of a fully maintained vehicle is \$68,347 (i.e. \$74,067 less \$5,720). Stephanie's new base salary is \$71,280 (i.e. \$65,000 plus \$12,000 less \$5,720).

At the end of the lease, Stephanie's base salary will increase by \$5,720.

### Example 2

Josh is a Store Manager 3 and before the commencement of this Agreement, he has a base salary of \$90,000 per annum and receives a fully maintained vehicle.

When this Agreement commences, Josh will continue with this benefit until 1 July 2025


The minimum base salary for the Store Manager 3 who has the benefit of a fully maintained vehicle is \$82,407 (i.e. \$88,127 less \$5,720). Josh's new base salary is \$96,280 (i.e. \$90,000 plus \$12,000 less \$5,720).

At the end of the lease, Josh's base salary will increase by \$5,720.

## SIGNATURE PAGE

### Executed as an Agreement:

Signed for Optus Retailco Pty Limited by its representative

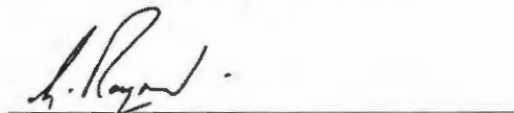
  
Signature of Authorised Officer

Michael Baxter  
Vice President Branded Retail

1 Lyonpark Road, MACQUARIE PARK NSW  
2113

9/5/23  
Dated

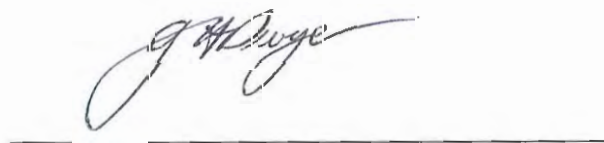
Signed for and on behalf of an employee authorised representative

  
Signature of Authorised Representative

Greg Rayner, as Divisional Secretary, Communications Division, for and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), an employee bargaining representative

Level 9, 365 Queen Street, MELBOURNE  
VIC. 3000

9 May 2023  
Dated

  
Signature of Authorised Representative

Gerard Dwyer, as National Secretary Treasurer, a person duly authorised to sign on behalf of the Shop, Distributive and Allied Employee's Association, an employee bargaining representative

Level 6, 53 Queen Street, MELBOURNE VIC 3000

5 May 2023  
Dated

## IN THE FAIR WORK COMMISSION

**AG2023/1351** – Application for approval of the Optus Retail Agreement 2023

### **Applicant**

Optus RetailCo Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

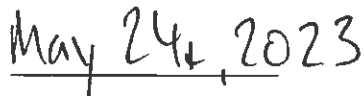
### Undertaking – Section 190

I, Kate Aitken, Vice President People and Culture, give the following undertaking on behalf of Optus RetailCo Pty Ltd (**Company**) with respect to the *Optus Retail Agreement 2023* (**Agreement**):

1. I have the authority given to me by the Company to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Company undertakes that the Agreement will operate from 4 July 2023.



Signature



Date

## Schedule 2.2 Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.