



# DECISION

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

**Optus Administration Pty Limited**  
(AG2025/855)

## OPTUS EMPLOYMENT PARTNERSHIP AGREEMENT (2025)

Telecommunications services

DEPUTY PRESIDENT DEAN

CANBERRA, 9 APRIL 2025

*Application for approval of the Optus Employment Partnership Agreement (2025).*

[1] An application has been made for approval of an enterprise agreement known as the *Optus Employment Partnership Agreement (2025)* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Optus Administration Pty Limited. The Agreement is a single enterprise agreement.

[2] 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.

[3] The provisions at clause 5.9 of the Agreement relating to redundancy may be inconsistent with the National Employment Standards (NES). However, noting clause 1 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[4] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 16 April 2025. The nominal expiry date of the Agreement is 15 April 2028.

DEPUTY PRESIDENT

[2025] FWCA 1190

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# Optus EPA 2025





# 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.**



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## **1. INTRODUCTION**

This Agreement shall be known as the Optus Employment Partnership Agreement (2025).

Both Optus Administration Pty Limited ('Optus') and Optus employees ('the employees') covered by this Agreement recognise the need to continue implementation of an appropriate minimum income and working conditions environment for Optus employees. This Agreement satisfies that need and operates together with the minimum entitlements for employees under the applicable legislation which from 1 January 2010 are the National Employment Standards (NES) in the Fair Work Act 2009 (Cth) as amended from time to time ('Fair Work Act').

The NES will apply to the extent that any term of this Agreement is detrimental in any respect when compared to the NES.

### **1.1 Commitment**

This Agreement reflects the ongoing commitment of Optus and its employees to develop a world leader operation and provides the basic conditions for a constructive relationship between Optus and its employees.

Optus and its employees have agreed to work together to develop a committed, flexible and highly skilled workforce that is focused on customer service, optimum productivity and a working environment which is mutually rewarding to Optus and all of its employees.

This is to be achieved by an acceptance of, and an ongoing commitment to, Optus values and a recognition of the obligations of management and the employees as set out in this Agreement.

### **1.2 Optus Values**

At Optus, our values are the integral spirit of our employees; our strengths and what the community expects from us.

Our values are:

- (a) We are one team;
- (b) We act with integrity; and
- (c) We are accountable.

### **1.3 Optus' Obligations**

Commit management to nurturing and maintaining a working environment that:

- (a) is focused on optimum productivity and the highest standards of customer service;
- (b) seeks to utilise and develop the employees' full range of skills;
- (c) provides a training structure that enables employees to be kept up-to-date in world-wide telecommunications, information technology and/or cable television and other skills, technologies and developments in order to satisfy Optus work requirements and employee development;

- (d) provides for the pursuit of flexible working conditions which aims to balance the needs of employees and Optus' need to better service the customer and facilitate and support operational requirements;
- (e) enables employees and line management to develop fair and effective employee relations practices;
- (f) is both safe and rewarding; and
- (g) provides for genuine consultation and concern for employee well being.

#### **1.4 Employees' Obligations**

All Optus employees commit:

- (a) to act as integral and professional members of the total Optus team by effectively discharging their responsibilities;
- (b) to be accountable/responsible for their decisions and actions;
- (c) to deliver long term customer satisfaction by fully utilising skills endorsed or nominated by Optus;
- (d) to maintain a high level of proficiency in their area(s) of expertise;
- (e) to implementing Optus' critical focus on productivity and customer service;
- (f) to fully participate in relevant problem solving exercises at the workplace/enterprise;
- (g) to act ethically, constructively and co-operatively with Optus employees, customers and business associates.

### **2. APPLICATION**

- (a) This Agreement shall be binding on Optus and on all employees whose salaries and conditions of employment are intended, except for this Agreement, to be regulated by the Optus Award 2015 as at the date of this Agreement, being those employees to whom the minimum rates in Appendix A(i), A(ii) and A(iii) are applicable.
- (b) When the Agreement applies to an employee, the Optus Award 2015 does not apply to that employee in accordance with section 57 of the Fair Work Act, unless this Agreement expressly incorporates a term of the Optus Award 2015. To the extent that this Agreement incorporates the Optus Award 2015, the terms of this Agreement prevail over the incorporated Optus Award 2015 terms to the extent of any inconsistency.
- (c) Optus policies referred to in this Agreement do not form part of, and are not incorporated into, this Agreement.

### **3. DURATION OF AGREEMENT**

This Agreement shall take effect 7 days after it is approved by the Fair Work Commission and shall remain in force for 3 years.



#### **4. MAJOR WORKPLACE CHANGE**

- (a) Optus and its employees agree that consistent with existing practices, Optus has the flexibility to conduct its operations within the full scope offered by this Agreement.
- (b) Optus will consult with employees about major workplace changes that are likely to have a significant effect on them. Employees may be represented for the purposes of this consultation.

#### **5. CONTRACT OF EMPLOYMENT**

##### **5.1 Introduction**

It is envisaged that the Optus workforce will primarily be full time. However, to accommodate Optus' operational flexibility requirements, less than full time employment will be available to supplement Optus' full time employment focus.

An employee may be directed to, and shall carry out such duties as are within the limits of the employee's skill, competence and training.

##### **5.2 Full Time Employees**

No full time employee shall be transferred to less than full time employment without their written consent.

##### **5.3 Fixed Term Employees**

Persons may be employed by Optus for a mutually agreed period or project, subject to any provisions about the use of fixed term contracts set out in the Fair Work Act. Such employees (as distinct from casual employees) will be entitled to at least minimum pro rata remuneration and conditions as provided in this Agreement based on the equivalent full time position. At the conclusion of the employment period or project, the employee will be paid any outstanding entitlements but, subject to the Fair Work Act, will not be entitled to any redundancy payment.

##### **5.4 Part Time Employees**

Persons willing and available to work, on a regular basis, less than 38 hours per week, or as an agreed alternative, less than 76 hours per fortnight, may be engaged as part time employees. The number and configuration of hours to be worked by such employees may vary from week to week as determined at the time of engagement or appointment to an alternative position or as subsequently agreed.

Part time employees will be entitled to a base hourly rate equivalent to 1/38th of the weekly remuneration and will be entitled to pro rata conditions provided in this Agreement based on the comparable full time position.

Part time employees become eligible for overtime only after completing 38 hours in a week (or if they have been employed on the basis of fortnightly hours, after completing 76 hours in a fortnight).

##### **5.5 Casual Employees**

Persons may be engaged as casual employees. Casual employee has the meaning given by the Fair Work Act.

A casual employee will be entitled to a base hourly rate during core hours of 1/38th of the weekly remuneration of a comparable full time position plus a loading of 25% of the applicable Agreement rate in lieu of certain leave provisions (including paid annual leave, paid personal carer's leave and paid compassionate leave), payment for absence on a public holiday, payment in lieu of notice of termination and redundancy pay unless required by law. For the avoidance of doubt, casual employees are entitled to paid family and domestic violence leave in accordance with clause 8.12 of this Agreement.

A casual employee may be entitled to change to full time or part time employment in accordance with the Fair Work Act.

## **5.6 Individual Flexibility Arrangements**

Optus' preference is to utilise collective rather than individual flexibility arrangements with employees to establish terms and conditions of employment.

- (a) Optus and an employee may agree to make an individual flexibility arrangement to vary the effect of the following terms of this Agreement (Arrangement), provided the Arrangement meets the genuine needs of Optus and the employee and is genuinely agreed to:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates; and
  - (iv) allowances.
- (b) Optus must ensure that the terms of the Arrangement:
  - (i) are about permitted matters under section 172 of the Fair Work Act; and
  - (ii) are not unlawful terms under section 194 of the Fair Work Act; and
  - (iii) result in the employee being better off overall than the employee would be if no Arrangement was made.
- (c) Optus must ensure that the Arrangement:
  - (i) is in writing; and
  - (ii) includes the name of the employee and Optus; and
  - (iii) is signed by Optus and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (iv) includes details of:
    - (A) the terms of the Agreement that will be varied by the Arrangement; and
    - (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 their employment as a result of the Arrangement; and

- (v) states the day on which the Arrangement commences.
- (d) Optus must give the employee a copy of the Arrangement within 14 days after it is agreed to.
- (e) The Arrangement may be terminated by Optus or the employee:
  - (i) by giving no more than 28 days written notice to the other party to the Arrangement; or
  - (ii) if Optus and the employee agree in writing – at any time.

## **5.7 Probation Period**

Full time, fixed term and part time employees may be recruited on probation for a maximum of 3 months. Employees must be advised in advance that the employment is probationary and the duration. The probationary period forms part of continuous service for all purposes of this Agreement.

## **5.8 Termination of Employment**

- (a) In the case of full time or part time employees, 1 month's notice of termination of employment shall be given by the employee or Optus (or payment in lieu of notice by Optus).
- (b) When a full time or part time employee is over 45 years of age and has 2 years continuous service, 5 weeks' notice (or payment in lieu of notice) of termination of employment shall be given by Optus.
- (c) The notice periods referred to in (a) and (b) above are equal to or in excess of the notice of termination of employment provisions contained in the Fair Work Act.
- (d) In the case of a casual employee and subject to the Fair Work Act, 1 hour's notice of termination of employment shall be given by the employee or Optus.
- (e) In the case of fixed term employees, 1 week's notice (or payment or forfeiture of payment in lieu of notice) of termination of employment shall be given by the employee or Optus during the agreed period/project for which the fixed term employee was employed, provided that Optus must give any longer period of notice (or payment in lieu of notice) as may be required in any situation by the Fair Work Act.
- (f) If a fixed term employee's employment is not terminated in accordance with (e), such employment will end when the mutually agreed period/project ends unless otherwise agreed, subject to any limitations to fixed term contracts being extended or renewed under the Fair Work Act.
- (g) In the case of a full time or part time employee on a probation period, 1 week's notice (or payment or forfeiture of payment in lieu of notice) of termination of employment shall be given by the employee or Optus.
- (h) Nothing in this clause will prejudice Optus' right to dismiss an employee instantly without notice for serious breaches of their contract of employment, for example serious misconduct or gross neglect of duty.

- (i) Unless Optus agrees, notice of termination given by an employee will be extended by any period of annual leave or long service leave falling within the notice period.
- (j) Optus may, with an employee's authorisation, set off any amounts an employee owes to Optus against any amounts Optus owes the employee at the date of termination.

## **5.9 Redundancy**

Any employee whose employment position has become redundant and whose employment is terminated as a consequence of Optus not being able to find suitable alternative employment for the employee, shall receive notice or receive payment in lieu of notice in accordance with Clause 5.8 and severance payment of 4 weeks' remuneration for 1 year's completed service and then 3 weeks' remuneration per completed year of service after 1 year's service. Any employee with 10 or more years completed service will also receive an additional week's pay. This severance payment shall not exceed 50 weeks' remuneration to any such employee. An employee shall not be entitled to a severance payment under this clause where Optus finds suitable alternative employment for the employee.

In addition, such employees will be entitled to full payment of any accrued annual and long service leave entitlements in accordance with the relevant Act.

## **6. HOURS OF WORK**

### **6.1 Introduction**

Optus and its employees agree that there are three fundamental objectives for Optus to consider in determining how an employee's working hours are to be structured under this Agreement:

- (a) The most efficient production and delivery of the service.
- (b) The most effective way of servicing the customer.
- (c) The most effective way of meeting employees' needs for satisfying work, personal development, health and workplace safety.

### **6.2 Standard Provisions**

- (a) All hours of work will be divided between core and non-core hours. Core hours shall be between 7 a.m. and 7 p.m. unless varied. Any variation to the core hours on a workplace or individual basis shall only be by agreement, but in any case the length of the span (12 hours) shall not be varied. Hours outside the standard span or agreed span shall be non-core hours.
- (b) Ordinary hours of work of full time employees, other than Retail employees and those working rostered shifts:
  - (i) will be 38 hours per week, or in the alternative 76 hours per fortnight;
  - (ii) will ordinarily be worked Monday to Friday as determined by Optus; and
  - (iii) except as provided for in clause 5.6 and clause 6.9(i), an employee will not be required to work more than 10 ordinary hours in a day.
- (c) In determining its shift rosters, Optus shall ensure that the ordinary hours average 38 hours per week over the duration of the shift cycle nominated for each operations

group or workplace and that any variation from such average shall not be unreasonable. For the avoidance of doubt, any time directed to be worked over an average of 38 hours per week over the duration of the shift cycle, will be paid as overtime in accordance with clause 6.12.

- (d) Within the standard hours, management may nominate alternate work/off-line periods to be worked by the employee.
- (e) Start and finish arrangements for each employee's ordinary hours will be initially determined by management to reflect the differing operational requirements from each employee within each workplace. These arrangements can be varied by agreement between management and any employee(s) at each work site provided that an employee may not unreasonably withhold agreement to a variation resulting from changed business requirements. Where the variation is initiated by Optus, this will follow a process of consultation in accordance with clause 6.2(f).
- (f) Optus will consult with employees about a change to their regular roster or ordinary hours of work. Employees may be represented for the purpose of this consultation. For the purposes of this subclause Optus will:
  - (i) provide information to affected employees about the change;
  - (ii) invite affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (iii) consider any views that are given by the employees.

### **6.3 Rates of Pay - Definitions**

There shall be 3 rates of pay:

- (a) a 'core rate' shall apply for all ordinary hours worked within core hours;
- (b) a 'non core rate' shall be paid for all rostered ordinary hours of work any part of which starts or finishes or starts and finishes either side of the nominated or otherwise agreed core hours, (such work shall be known as shift work); and
- (c) an 'overtime rate' shall apply for all hours worked in excess of 38 hours per week (which, for those working shift rosters, will be averaged over the nominated shift cycle), or in the alternative 76 hours per fortnight, according to the ordinary hours arrangements the employee is working.

### **6.4 Core Rate**

The 'core rate' shall be the employee's actual ordinary hours rate of remuneration.

### **6.5 Non Core Rate (Shift) - Definitions**

- (a) 'Afternoon shift' means any shift of ordinary hours finishing after 7 p.m. and at, or before, midnight.
- (b) 'Night shift' means any shift of ordinary hours finishing after midnight and where the majority of all hours worked are worked before 7 a.m.



- (c) 'Morning shift' means any shift of ordinary hours starting after midnight and before 7 a.m. and finishing after 7 a.m. and where the majority of all hours worked are worked after 7 a.m.

Provided that the definitions of such shifts and the loadings prescribed below take into account any variation agreed between Optus and its employees regarding the span of core hours.

#### **6.6 Loadings - Monday to Friday**

- (a) An employee rostered to work afternoon shift shall be entitled to a loading of 15% of the employee's core rate for each such shift worked.
- (b) Except as provided for in clause 6.6(d), an employee rostered to work night shift shall be entitled to a loading of 20% of the employee's core rate for each such shift worked.
- (c) An employee rostered to work morning shift shall be entitled to a loading of 10% of the employee's core rate for each such shift worked.
- (d) Employees rostered to work night shift continuously for a period exceeding four weeks will be entitled to a loading of 30% of the core rate for each such shift worked. This payment will be in substitution for and not in addition to the loading prescribed in clause 6.6(b).

#### **6.7 Loadings - Saturday, Sunday and Public Holidays**

- (a) An employee rostered on shift work, the major part of which is performed between 11 p.m. Friday and midnight Saturday shall be entitled to a loading of 50% of the employee's core rate for each such shift worked.
- (b) An employee rostered on shift work, the major part of which is performed between 11 p.m. Saturday and midnight on the Sunday shall be entitled to a loading of 100% of the employee's core rate for each such shift worked.
- (c) An employee rostered on shift work, the major part of which is performed between 11 p.m. on the night preceding a Public Holiday and midnight on the Public Holiday, shall be entitled to a loading of 150% of the employee's core rate for each such shift worked.

#### **6.8 Loadings - General**

Shift loadings are not payable in respect of overtime, while on call or on periods of leave other than annual leave.

#### **6.9 Shift Work Arrangements**

- (a) Shift rosters shall be prepared by Optus after consultation with relevant employees and give employees a minimum 7 days' prior notice of the roster.
- (b) Any Optus initiated roster variation which does not permit 7 days' prior notice shall only occur on the basis of unforeseen or exceptional circumstances, for example illness or emergency.
- (c) Employees are empowered within criteria set up by workplace management to exchange shifts with fellow employees subject always to local operational

requirements. In such circumstances, only the employee actually doing the work is entitled to any applicable loading. No additional costs shall be incurred by Optus for such arrangements.

- (d) Employees may be required, on a rostered basis, to work at least 1 additional shift each roster period at the applicable overtime rate.
- (e) Overtime worked in conjunction with rostered shift work shall attract either the non core rate or overtime rate whichever is the larger but not both.
- (f) For the purpose of section 87 of the Fair Work Act, employees who are employed on 7 day shift working rosters, i.e. where ordinary hours are rostered and worked outside core hours on each of the 7 days per week across the shift cycle, will be entitled to additional annual leave of up to 5 working days per year. Except as provided by law, where an employee is rostered for duty on less than 10 Sundays in the year, the employee will accrue the additional leave at the rate of a 1/2 day per rostered Sunday worked, up to a maximum of 5 days.
- (g) Shift employees while on annual leave shall be entitled to a loading equal to the average shift loading incurred for that year or a pro rata loading for any employees who have completed less than 1 year's such work.
- (h) Employees whose scheduled day off falls on a public holiday shall elect either a day in lieu of the public holiday, an additional day's leave or a day's pay at the core rate. The additional leave does not attract shift loadings.
- (i) After the commencement of this Agreement, shifts of more than 10 ordinary hours and up to 12 hours may be introduced by agreement between Optus and relevant employees provided that:
  - (i) proper workplace health and safety monitoring procedures are introduced;
  - (ii) suitable rostering arrangements are made;
  - (iii) proper supervision is provided;
  - (iv) adequate breaks are provided; and
  - (v) a review procedure is available.

Clause 6.2(b)(iii) and clause 6.9(i) do not apply to employees who have already agreed to work more than 10 ordinary hours or to shift arrangements of more than 10 ordinary hours that were already in place before the commencement of this Agreement.

## **6.10 Overtime**

Employees shall be required to work overtime as reasonably required by Optus and shall only be entitled to payment (or granted time in lieu) where such overtime has been directed to be undertaken. Such employee(s) should lodge an application for payment of overtime within 14 days of the overtime being worked to ensure its timely payment.

## **6.11 Time Off in Lieu**

- (a) Time off in lieu may be available to employees (except for casual employees) at the request of the employee and with the agreement of the appropriate manager in the following circumstances:

- (i) in lieu of overtime (worked as directed under clause 6.10), instead of payment of overtime as set out in clause 6.12; or
  - (ii) in lieu of the shift loading in clause 6.7(c) where an employee has worked on a public holiday. Where this occurs, the employee will be paid at the employee's core rate for such shift worked on a public holiday and the time off in lieu is in addition to this payment.
- (b) Time off in lieu under this clause:
  - (i) is to equal the period of time actually worked (i.e. one hour of time off in lieu for each hour worked);
  - (ii) will be paid at the employee's core rate and the employee will not be entitled to be paid at overtime rates in clause 6.12 or the shift loading in clause 6.7(c) (as relevant);
  - (iii) must be taken within 1 month of performing the work in clause 6.11(a) having regard to the operational requirements of the employee's workplace unless agreed between the employee and their manager;
  - (iv) will accumulate and any unused time off in lieu will be paid out at the employee's core rate upon termination where it has not been taken.
- (c) For the avoidance of doubt, an employee will receive payment of overtime in clause 6.12 or the shift loading in clause 6.7(c) (as applicable) if the employee does not make a request to take time off in lieu that is agreed to in accordance with this clause.

## **6.12 Overtime - Applicable Rate**

Overtime, calculated by reference to the employee's remuneration at the rate of time and a half for the first 3 hours and double time thereafter, shall be paid for all time directed to be worked in excess of weekly hours (which, for those working shift rosters, will be averaged over the nominated shift cycle) or, where employment is based on fortnightly hours, time and a half for the first 6 hours and double time thereafter.

### **(a) Saturday, Sunday and Public Holiday Rates**

For overtime performed in accordance with this clause:

- (i) on a Saturday, the overtime rate is time and a half for the first 3 hours and double time thereafter;
- (ii) on a Sunday, the overtime rate is double time for all time worked;
- (iii) on a Public Holiday, the overtime rate is two and a half times for all time worked.

Overtime on a Sunday or Public Holiday however, shall not count toward the threshold period for which overtime is otherwise payable at the rate of time and one half only.

### **(b) Minimum Payments**

Except where overtime continues on from the employee's ordinary hours without a break (other than a meal break or other agreed break), employees are entitled to a

minimum payment of one of the following (as applicable) where they are directed to work overtime in accordance with this clause:

Overtime performed on	Location where overtime is performed as directed by Optus	Minimum payment at overtime rates
Monday to Friday (excluding Public Holidays)	Remotely via home based work equipment	1 hour
	Other than remotely via home based work equipment	3 hours
Saturday, Sunday or Public Holiday	At all locations (including remotely via home based work equipment)	4 hours

### 6.13 Unscheduled Customer Servicing/On-Call

#### (a) Rostered On-Call Arrangements

In order to satisfy essential network operation or customer service requirements, Optus may determine that it is necessary to impose mobility and social restrictions on an 'off duty' employee or employees on a rostered basis to ensure their availability for responding to unscheduled servicing requirements. This is known as "on-call".

Employees' rostered on-call must respond, in the appropriately identified manner to the relevant service demand/requirement within one half hour of being contacted, i.e. be directly en-route to the worksite or have remotely accessed via home based computer work equipment. In rostering employees on-call, Optus will have regard to their ability to be at the worksite within a time frame which meets its business need for satisfying essential network operation or customer service requirements.

As compensation for accepting the mobility and social restrictions the rostered employee shall be entitled to an amount of 20% per hour calculated by reference to the employee's remuneration.

Any employee rostered on-call as above and who is required to attend the worksite or a customer's premises to respond shall be entitled to the appropriate overtime rate for a minimum period, inclusive of travel time, of 3 hours for any unscheduled call out.

Where such an employee is required to respond to an unscheduled network operations or customer servicing requirement via home based work equipment i.e. through remote diagnostics, analysis and correction, or is required to provide telephone directions/advice to achieve service restoration, the minimum entitlement shall be 1 hour at the applicable overtime rate.

#### (b) Non Rostered Call Out

Any employee who has not been rostered on-call but who is required to at the worksite or at a customer's premises to respond to unscheduled network operations

or customer service requirements shall be entitled to overtime at the applicable rate for such call out subject to the minimum period prescribed in (a) above.

Where an employee who has not been rostered on-call is required to respond to an unscheduled network operation or customer servicing requirement via home based work equipment, i.e. through remote diagnostics, analysis and correction, the minimum entitlement shall be 1 hour at the applicable overtime rate.

An employee required to carry a mobile phone or wear a pager only for contact purposes, is not rostered on-call and is not eligible for the rostered on-call entitlement.

- (c) Where an employee (whether rostered on-call or not) is required to attend to a subsequent unscheduled servicing requirement and the minimum payment period for the previous call out has not expired, the additional period for payment will extend only to the time the subsequent call out (including travel time) concludes.

#### **6.14 Rest Breaks**

- (a) Employees will be entitled to an unpaid meal break of minimum half hour duration not later than 5 hours after commencing duty. Management may determine other breaks they deem reasonable. The timing and duration of all breaks will be structured by management to meet operational requirements.

Such breaks will not be extended to provide for split shifts.

The scheduling of meal breaks for part time employees, where applicable, shall have regard to their scheduled start and finish times.

- (b) In the interests of health and safety, employees required to work overtime which continues on from their normal working day, should receive a break of at least 10 hours, inclusive of travel, before resuming normal work. Health and safety considerations must be the prime determinant for any employee who resumes work before this minimum break is completed. This period may be reduced if the overtime worked is as a consequence of voluntarily exchanged shifts.
- (c) Where health and safety issues determine that it is necessary, an employee who has been recalled to undertake unscheduled servicing at the worksite or customer's premises or, who has been required to work overtime which is not continuous with their normal working day, should be relieved from duty on their next regular shift without deduction of pay, for a period equal to the length of the unscheduled servicing requirement (including travel time).

In times of identified emergency situations, provisions relating to scheduled breaks shall be relaxed until the emergency has been brought into a controlled situation.

Optus management is responsible for ensuring that the health and safety interests noted above are effectively implemented.

#### **6.15 Partial Exemptions**

The Agreement provisions relating to ordinary hours of work, start and finish times, overtime and unscheduled customer servicing/on-call shall not apply to employees in specified classifications as set out in Appendix A(i), A(ii) and A(iii).



## **7. CLASSIFICATIONS, MINIMUM RATES AND REMUNERATION**

### **7.1 Introduction**

Optus and its employees agree that the unique challenges presented in maintaining a world leader operation requires:

- (a) the maintenance of Optus minimum rates and total remuneration which recognise and reward excellence in leadership, productivity, team work and customer satisfaction;
- (b) the identification of appropriate core skills covering engineering, technical, customer service, cable television and other support functions;
- (c) the development and implementation of working patterns that maximise customer satisfaction through effective work practices and the implementation of new technology;
- (d) a commitment by Optus to provide employees with appropriate facilities and time to acquire nominated levels of skills/technological competence; and
- (e) the application of personal development processes and structures that reflect the combined needs/skills of management and employees.

To give effect to these principles Optus and its employees agree that the following will apply.

### **7.2 Job Classifications/Minimum Rates**

- (a) The jobs performed by Optus employees will be assigned to an appropriate grade level within the classifications of:
  - (i) Engineering and Technical Services Employee;
  - (ii) Customer Service and General Support Employee; or
  - (iii) Commission Based Sales Employee.
- (b) Based on a clearly identified position within the classification structure and on the full utilisation of nominated competencies, the minimum rate for the position in each classification grading is set down in Appendix A (i), A (ii) and A(iii). The determination of actual salaries, total remuneration and, for commission based sales employees, On Target Earnings (OTE), will be solely at the discretion of Optus management.
- (c) Optus will allocate new positions to the appropriate grade taking into account factors such as market data, relativities and the positions' specific accountabilities, skill requirements and job size relative to the benchmark positions contained in Appendix A (i), A(ii) and A(iii).
- (d) Where major and demonstrable changes in accountabilities occur due to job function redesign, Optus may change the employee's job grade to align it with a more appropriate benchmark position within the classification structure.
- (e) In the unlikely event that such changes result in a reduced classification, no employee will suffer a reduction in their remuneration.

- (f) By reason of the Optus classification structure and the total remuneration provided by Optus, no higher duties payment will apply where employees work temporarily beyond their grade except where directed to perform duties in a grade higher than their usual grade for more than two consecutive months. In these circumstances the employee must be paid at least the minimum annual salary of the higher grade set out in Appendix A which would be applicable if such duties were performed on a permanent basis, for the entire period during which the higher duties are performed. This includes circumstances where the initial period of higher duties is less than two consecutive months but is then extended beyond the initial period of higher duties for more than two consecutive months.
- (g) An employee and Optus may agree that the employee's total entitlements shall be provided by way of salary and other employment benefits offered by Optus. In each such case the amount of the salary and the value of the other employment benefits as determined by Optus shall be combined to assess Optus' compliance with the minimum rates provisions and other provisions of this Agreement.
- (h) Optus agrees that the minimum rate for each classification will be increased at 1 July 2025, 1 July 2026 and 1 July 2027 respectively, based on the published Australian Bureau of Statistics year on year Consumer Price Index (CPI) figure to 31 March 2025, 31 March 2026 and 31 March 2027 and each change shall be deemed to be part of this Agreement.

In the event that in any year, the 31 March CPI referred to above is at variance with the year on year CPI figure to 30 June ending in the same calendar year (CPI figure for 2024/2025, 2025/2026 and 2026/2027 financial years respectively) published by the Australian Bureau of Statistics by more than 0.5%, the adjustment for the following year will take such variance into account.

### **7.3 Optus Remuneration Management**

- (a) Whilst recognising that this Agreement reflects minimum entitlements only, Optus is committed to the retention of performance based remuneration schemes for full and part time employees.

Optus schemes will continue to be designed to further enhance Optus' focus on individual and group productivity, team work and customer service and its employees' commitment to this focus. Consistent with current practice, and as is necessary to ensure their effective implementation, such schemes will continue to be developed and implemented as determined solely by Optus management. Application of the schemes, including the relevant performance requirements, will be discussed with Optus employees.

Optus People and Culture and management will ensure that these schemes are implemented both fairly and equitably.

- (b) As part of the implementation of these schemes Optus commits to:
  - (i) Continue to maintain Optus remuneration ranges with a range span of at least 35% over the minimum rates specified in the Agreement. The Optus remuneration ranges will be realigned each year taking the minimum rate adjustments into account.

- (ii) Maintain an incentive potential of up to 20% of remuneration for employees covered by the Optus General Incentive Plan. Optus will budget a minimum of 10% per annum to meet the anticipated cost of the average incentive payment.
  - (iii) Continue to budget a minimum of 2% of Optus employee remuneration costs specifically to cover annual performance based remuneration assessments. This budget is over and above that allocated to cover the minimum rate adjustments in Clause 7.2(h).
  - (iv) Continue to review the adequacy of remuneration for eligible employees in Optus identified 'fast skills development positions' on a 6 monthly basis.
- (c) In implementing the Optus remuneration schemes, Optus management shall determine incentive payments and the actual remuneration of each employee according to its own performance assessment/progression criteria. These criteria will include areas such as full competency utilisation, performance effectiveness, overall contribution to the implementation of Optus values and the achievement of Optus business objectives, as appropriate.
- (d) Optus employees, including new employees, will be positioned, at an appropriate level within the span of the relevant Optus remuneration range structure depending solely on management's assessment of their market based skills, expertise and anticipated work contribution. The monetary value at such level shall be the employee's remuneration for the purpose of this Agreement.

Employees will be encouraged to develop and utilise appropriate skills to enable them to be deployed by Optus in a highly flexible manner.

#### **7.4 Employee Share Ownership**

During the term of this Agreement, and as part of its ongoing commitment to performance based remuneration and reward, Optus may, at its absolute discretion and on terms determined by it, make opportunities available to full time and part time employees to facilitate their share ownership in SingTel Limited.

#### **7.5 Annual Leave Loading**

Employee remuneration under this Agreement incorporates an amount in lieu of any annual leave loading component.

#### **7.6 Payments**

- (a) Salaries will be paid by Optus fortnightly (except where employees agree to monthly pay) and be paid into one account, or more where Optus agrees, nominated by the employee.
- (b) All employees shall be entitled to claim reimbursement of all reasonable work related expenses as specified in the Optus policies.

#### **7.7 Superannuation**

Each employee may choose a superannuation fund in accordance with Part 3A of the Superannuation Guarantee (Administration) Act 1992 (Cth) to which Optus will make the superannuation guarantee contributions necessary under that Act and the NES. If an employee does not make a choice in accordance with Part 3A, Optus shall make those contributions into:

- (a) the employee's 'stapled fund' as held by the Australian Taxation Office (ATO); or
- (b) if the ATO does not notify Optus of a 'stapled fund' for the employee, to a default superannuation fund which is an eligible fund under Part 3A and which is determined by Optus which may change from time to time.

## **7.8 Expenses**

- (a) Travelling Expenses

An employee will be reimbursed reasonable expenses (including accommodation, meals and out-of-pocket expenses directly related to their employment) incurred while travelling on Optus business.

- (b) Work, Health and Safety Training

Where an employee is required at the initiative of Optus to attend Work, Health and Safety training (including recertification), Optus will fund the cost of that training with an approved training provider. Where a Health and Safety Representative requests alternative training under section 72 of the Work Health and Safety Act 2011 (Cth), Optus will fund the cost of that training in accordance with the same section of that legislation.

- (c) Relocation Expenses

An employee will be reimbursed reasonable expenses (directly related to their employment) incurred where they are directed by Optus to relocate to another State or Territory.

## **8. LEAVE PROVISIONS**

Employees have certain minimum leave entitlements under applicable legislation. Optus policies will be maintained to provide, as a minimum, the standards required under the applicable legislation as amended from time to time.

### **8.1 Annual Leave**

Full time employees will be entitled to 4 weeks (20 working days) annual leave that accrues progressively during a year of service, and accumulates from year to year. Part time and fixed term employees will be entitled to pro rata leave; the pro rata entitlement for part time employees shall be determined by reference to hours ordinarily worked. (In addition refer to Clause 6.9(f) for 7 day shift workers).

Optus will permit employees reasonable flexibility in taking annual leave with such leave to be taken in accordance with Optus policies, or, as otherwise agreed between Optus and the employee.

Optus may require an employee to take annual leave in the following circumstances:

- during the end of year summer break period; or other business or work area shut down. Optus will consider reasonable requests by employees who wish to take leave at an alternative time; or
- where an employee has accrued more than 8 weeks of annual leave (9 weeks for 7 day shift workers as defined at 6.9(f)), and the employee has not submitted a reasonable annual leave plan within one month of being asked to provide one. The amount of annual leave an employee may be required to take will be less than, or equal to, a

quarter of the employee's annual leave balance. Optus will not refuse an employee's proposed annual leave plan if it ensures the employee uses within six months, a quarter of the amount of leave accrued, provided that it does not impact on Optus' operational delivery.

Optus leave policies will provide 2 opportunities per year by which each full time and part time employee may, if the employee wishes, sell 1 week of annual leave (total maximum of 2 weeks per year), subject to legislative requirements.

An employee who wishes to sell annual leave;

- must enter into a written agreement with Optus to do so on each occasion;
- must be paid the full amount that would have been payable had the employee taken the leave;
- will not be permitted to sell annual leave if it would result in the employee's remaining accrued entitlement being less than the amount determined by the Fair Work Act (currently 4 weeks) during the period of this Agreement.

## 8.2 Sick Leave

Sick leave will not be bound by prescription, however employees applying for sick leave shall have regard for the trust and responsibility given to them by Optus.

Optus' sick leave policy will be maintained to provide, as a minimum, the standards included in applicable legislation as varied from time to time.

Optus will ensure that reasonable paid sick leave is available to any Optus employee unable to attend and fulfil nominated work requirements as a result of legitimate illness or injury.

Optus will approve for payment, reasonable and legitimate requests for sick leave, but reserves the right to:

- require reasonable evidence including medical certificates in instances of frequent short duration and longer term absences;
- to limit the duration of paid sick leave where the leave is assessed as unreasonable after considering all aspects of the employee's employment, including in the case of fixed term employees, the duration of their fixed term contract.

From time to time, Optus may also refer an employee for an independent medical opinion at Optus' expense.

## 8.3 Parental Leave

Optus' paid parental leave benefits include up to 16 weeks' base pay for full time employees (equivalent amounts will be pro-rated for part time employees) who are responsible for the care of:

- (a) a newly born child or children who they, their spouse or de facto partner gives birth to; or
- (b) a child or children from a placement;

and the child or children are born or placed while the employee is employed at Optus.



Paid parental leave must be completed by the first birthday or 12 months from the date of placement of the child or children.

Subject to an employee returning to work after any previous period of parental leave, Optus will make superannuation contributions to an employee's superannuation fund determined under clause 7.7 on:

- (a) paid parental leave; and
- (b) unpaid parental leave up to a maximum of 36 weeks taken by the employee before the first birthday or 12 months from the date of placement of the child or children.

Superannuation contributions will be made based on the employee's rate of pay immediately prior to the commencement of parental leave.

Employees are entitled to parental leave in accordance with Optus policies (as amended from time to time) which will cover matters including, but not limited to:

- (a) that paid parental leave will apply to stillbirth and adoption (as those terms are provided for in the NES), surrogacy, long-term foster care and kinship care;
- (b) how an employee can take paid or unpaid parental leave;
- (c) the definition of "placement" for the purpose of this clause; and
- (d) return to work requirements for the purpose of accessing benefits under this clause.

These policies will always be maintained to provide, as a minimum, the standards included in federal legislation (as varied from time to time).

Optus commits to provide a return-to-work entitlement to the position which the employee held immediately before proceeding on parental leave, or (if that position no longer exists) to a position comparable in status and not less in salary and in the same location as the position occupied immediately before proceeding on parental leave.

#### **8.4 Jury Leave**

Employees summoned to attend jury service will continue to receive their salary for the duration of their attendance.

#### **8.5 Bereavement & Compassionate Leave**

Bereavement leave will not be bound by prescription, however, employees applying for bereavement leave shall have regard for the trust and responsibility given to them by Optus.

Optus will approve all reasonable requests for paid bereavement leave of up to 5 days on the occasion of the death of any member of the employee's immediate family or household. Paid leave beyond 5 days may be approved on a case by case basis subject to Optus policy. Applications for extended unpaid bereavement leave may also be considered.

Optus will approve all reasonable requests for paid compassionate leave of 2 days on the occasion of a member of the employee's 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:

- (a) the employee or the employee's spouse has a miscarriage before 12 weeks of pregnancy; or
- (b) where a child is stillborn (as defined by NES) and would have been a member of the employee's immediate family or a member of the employee's household.  
Notwithstanding this, these employees may be entitled to parental leave under clause 8.3 of this Agreement.

Paid leave beyond 2 days may be approved on a case by case basis subject to Optus policy. Applications for extended unpaid compassionate leave may also be considered.

Optus will approve paid compassionate leave of up to 5 days where an employee (or their spouse) experiences loss through miscarriage that occurs between 12 to 20 weeks of pregnancy.

For the purposes of this sub-clause, ('Bereavement & Compassionate Leave'), '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 in a relationship as a couple, 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.

## **8.6 Public Holidays**

Public holidays are dealt with in the NES. The NES defines public holidays to include days or part-days declared or prescribed by state or territory law as public holidays, and substituted public holidays under state or territory laws.

Optus may agree with an employee to substitute another day for a day that would otherwise be a public holiday under the NES.

## **8.7 Long Service Leave**

Long service leave entitlements shall be in accordance with the Long Service Leave Act 1955 (NSW), or any legislation which replaces that Act and applies to Optus, provided that other comparable state or territory legislation shall apply to an employee in the state or territory in which the employee is based, to the extent that the other legislation is more beneficial to the employee than the Long Service Leave Act 1955 (NSW). The other state and territory legislation which may apply to an employee is as follows:

- (a) Queensland – the Industrial Relations Act 2016 (sections 93 to 114);
- (b) Victoria – the Long Service Leave Act 2018;
- (c) South Australia – the Long Service Leave Act 1987;

- (d) Western Australia - the Long Service Leave Act 1958 & the Long Services Leave Order 1977;
- (e) Tasmania — the Long Service Leave Act 1976;
- (f) the Australian Capital Territory – the Long Service Leave Act 1976;
- (g) the Northern Territory - the Long Service Leave Act 1981; or
- (h) any legislation which replaces any of the Acts referred to above and applies to Optus.

The provisions set out above are intended to operate to the exclusion of any other laws of a state or territory dealing with long service leave.

Optus will permit employees reasonable flexibility in taking long service leave with such leave to be taken in accordance with Optus policies, or, as otherwise agreed between Optus and the employee.

The Optus long service leave policy will provide an option for an employee to make an application to take a maximum of 2 months of their long service leave entitlement at half their ordinary remuneration over double the period of leave taken – for example, by taking 2 months of their long service leave at half their ordinary remuneration, an employee may be on long service leave for 4 months. The option to take long service leave paid at half an employee's ordinary remuneration may be used in conjunction with, or separately from, any additional period of approved long service leave.

All applications to take long service leave over an extended period on half of ordinary remuneration will be considered by Optus and approval will be subject to a number of factors, including the operational requirements of Optus.

Subject to applicable law and the NES, Optus' long service leave policy will provide an opportunity by which each full time and part time employee who has completed 10 years service, and therefore has an entitlement to long service leave, may, if he or she wishes, choose to be paid in lieu of 2 weeks of long service leave in each year of employment after completing 10 years service. To the extent that applicable state or territory legislation provides for more beneficial conditions that state or territory legislation will apply.

## 8.8 Carer's Leave

Optus will reasonably consider any application for carer's leave to enable employees to provide short term assistance and support to ill members of their immediate family (including attending medical appointments with them) or in circumstances of an unexpected emergency affecting the employee's immediate family member. Where such leave is approved it may be granted as either paid or unpaid (subject to applicable law). Optus policies will always be maintained to provide, as a minimum, the NES determined from time to time by applicable legislation.

For the purposes of this sub-clause, ('Carer's Leave'), '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 in a relationship as a couple, on a bona fide domestic basis although not legally married to the employee; and

- (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 (including of the employee's spouse), grandchild (including of the employee's spouse), or sibling of the employee or of the spouse of the employee.

Optus recognises the diversity of employees' lives and the importance for employees to support significant people in their lives who do not fall within the definition of 'immediate family'. Optus will consider requests for carer's leave (paid or unpaid) in relation to the employee's close friends and/or relatives having regard to the individual circumstances.

## **8.9 Emergency Services Leave**

An 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.

It is the responsibility of the employee to inform Optus of any such required attendance, including its timing and duration, and to provide Optus with evidence of the required attendance.

An employee complying with the above conditions shall receive payment of their ordinary pay for a period of up to 5 days each calendar year. 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.

## **8.10 Connected Days**

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.

Eligible employees will receive 2 paid Connected Days per calendar year to be taken in accordance with Optus policies. A Connected Day cannot be taken in part days.

Eligible employees are:

- (a) permanent full time and part time employees; and
- (b) fixed term employees who have been engaged for a continuous period of 12 months or more.

Employees cannot take a Connected Day during probation or during their notice period. The taking of such leave is subject to the employee providing notice to their manager, and operational requirements. Unused Connected Days do not accumulate from year to year and are not paid out upon termination of employment.

## **8.11 Purchased Leave**

Optus policies will provide 2 opportunities per year by which each full time and part time employee may choose to purchase 2 weeks of leave (total maximum of 4 weeks per year). Where an application to purchase leave is approved, the employee will forgo an equivalent amount of pay in return for the additional leave.

## **8.12 Family and Domestic Violence Leave**

Optus recognises the impact of family and domestic violence on employees and their families. Optus 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. All employees (including casual and part time employees) can access 20 days per year of service of paid family and domestic violence and this leave is available immediately at the start of employment and each subsequent 12 month period of employment. This leave does not accumulate from year to year. Employees may also access further paid/unpaid leave for these purposes by agreement.

## **8.13 Defence Reserve Leave**

Full time and part time employees who render defence service in the Australian Defence Force Reserves within the meaning of the Defence Reserve Service (Protection) Act 2001 (Cth) ("Defence Reserves Act") as amended from time to time are eligible to access up to 20 calendar days of paid Defence Reserve leave per calendar year.

Employees will also be entitled to additional absences from work in order to undertake defence service in accordance with the Defence Reserves Act. Such additional absences will be unpaid.

The entitlement to paid leave under this clause does not accrue from year to year, and is not paid out on termination of employment.

## **8.14 Gender Affirmation Leave**

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

## **8.15 Blood Donation Leave**

Optus recognises that blood donations are truly life-saving, and want to ensure our people are actively encouraged to participate in donating where it is appropriate for them to do so.

A full time or part time employee may request up to 16 hours of paid leave each calendar year for the purposes of supporting the community through blood, platelet or plasma donations through the Australian Red Cross Lifeblood Service. This leave may be taken as a maximum of 4 hours per occasion.

## **8.16 Other Leave**

Optus will consider requests for leave for other purposes. Such requests will be considered on their merit and within the context of Optus' operational requirements and where allowed, be at the sole discretion of Optus and not otherwise. Where such leave is approved it may be granted as either paid or unpaid, provided that all Career Break leave approved in accordance with Optus' policy shall be unpaid leave.

## **8.17 Paid Leave Defined**

For the purposes of this clause, 'Leave Provisions', payment for 'paid leave' shall be at the ordinary hours rate of remuneration, or the greater of what is provided by an Optus policy or applicable law.



## **8.18 Effect of Unpaid Leave**

Subject to applicable law, any period of approved unpaid leave which extends for more than 5 consecutive working days shall not count as service for any purpose under this Agreement or relevant legislation, but shall not break continuity of employment.

## **9. ISSUE PREVENTION AND RESOLUTION**

### **9.1 Introduction**

Optus and its employees agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious employee relations and to ensuring that customers are guaranteed continual access to Optus' network. All issues of concern should, in the first instance, be processed within the Optus employee relations environment. The 'Issue Prevention and Resolution' process contained in Appendix B is to be used for preventing and settling disputes arising under this Agreement.

### **9.2 Customer Supply Continuity**

Optus' employees agree that during any dispute between Optus and any or all of its employees while any issue in dispute is being processed through the 'Issue Prevention and Resolution' process (Appendix B) no employee will perform their duties or fail to perform their duties in a way which causes any disruption to the operation of Optus' network and facilities and customer service functions.

## **10. TRAINING**

The development of a world leader operation and a best practice workforce is critically dependent on Optus' provision of ongoing, relevant and tailored training programs. All such management approved training will be directed towards facilitating the required implementation of leading edge technology by the development of a highly skilled workforce which is receptive to technological and operational change. Such training will also be designed to enhance an employee's personal growth opportunities within Optus through the development of relevant competencies consistent with company needs.

On the basis of the limited period of time that they are employed in the field, Cadet Trainees shall be excluded from performance based remuneration schemes unless otherwise determined by Optus. Where such Cadets spend less than 50% of their ordinary hours in the field in any training year, they shall be entitled to receive a minimum of 90% of the relevant minimum rate as appropriate.

## **11. WORKING ENVIRONMENT**

Optus is committed to providing a working environment for its employees which is free of harassment and unlawful discrimination, which promotes equal opportunity and which is smoke free, and to ensuring that the working environment is both safe and healthy and in accordance with relevant legislation.

## **12. WORKERS' COMPENSATION**

Any Optus employee who, as a result of an injury suffered in the course of their employment with Optus, receives payments under workers' compensation legislation, shall be paid by Optus 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.

## APPENDIX A – MINIMUM RATES

The Job Groupings listed in Appendix (i), (ii) and (iii) reflect a sample only of the current job groupings at Optus. This means that titles of some positions at Optus may not appear in the Job Groupings. If a position title does not appear in the Job Groupings it will still be covered by this Agreement if it is covered by clause 2(a) of the Agreement.

### (i) Engineering & Technical Services

MINIMUM RATE	JOB GROUPINGS (Including but not limited to:)	OPTUS GRADE
\$123,798 Subject to partial exemption (refer clause 6.15)	<ul style="list-style-type: none"> <li>• Group Leader (Network Management, Service Delivery, Field Operations, Engineering)</li> <li>• Technical Specialist</li> </ul>	14
\$107,289 Subject to partial exemption (refer clause 6.15) (except for the job groupings marked thus ø)	<ul style="list-style-type: none"> <li>• ø Senior Network Engineer</li> <li>• ø Senior Engineer</li> <li>• ø Senior Project Engineer</li> <li>• Site Negotiator</li> <li>• Environmental Planner</li> <li>• Test Lead</li> <li>• ø Senior Satellite Controller</li> </ul>	13
\$96,488	<ul style="list-style-type: none"> <li>• Team Leader (Network Management, Service Delivery, Field Operations, Engineering)</li> <li>• Field Services Team Leader</li> <li>• Senior CAD Specialist</li> <li>• Network Engineer II</li> <li>• Engineer II</li> <li>• Satellite Controller</li> </ul>	12
\$83,347	<ul style="list-style-type: none"> <li>• Network Engineer I</li> <li>• Engineer I</li> <li>• Project Engineer</li> <li>• Senior Fibre Technician</li> <li>• CAD Specialist • Systems Analyst Support</li> <li>• Test Analyst</li> <li>• Associate Satellite Controller</li> <li>• Graduate (Engineering &amp; Technical)</li> </ul>	11
\$72,030	<ul style="list-style-type: none"> <li>• Associate Engineer (Network Management, Service Delivery, Field Operations, Engineering)</li> <li>• Fibre Technician</li> <li>• Field Services Technician</li> <li>• Network Technician (Field Operations)</li> </ul>	10
\$65,845	<ul style="list-style-type: none"> <li>• Voice Provisioning Specialist</li> <li>• CAM Specialist</li> <li>• Cellular Technician</li> </ul>	9

MINIMUM RATE	JOB GROUPINGS (Including but not limited to:)	OPTUS GRADE
\$60,900	<ul style="list-style-type: none"> <li>Trainee Engineer</li> </ul>	8
\$54,458	RESERVED	7
\$49,057	<ul style="list-style-type: none"> <li>Cadet</li> <li>Trainee</li> </ul>	6

## APPENDIX A – MINIMUM RATES

### (ii) Customer Service and General Support

MINIMUM RATE	JOB GROUPING (Including but not limited to:)	OPTUS GRADE
\$107,289 Subject to partial exemption (refer clause 6.15)	<ul style="list-style-type: none"> <li>Marketing &amp; Product Executive II</li> <li>Systems Support Specialist</li> </ul>	13
\$96,488 Subject to partial exemption (refer clause 6.15)	<ul style="list-style-type: none"> <li>Systems Administrator</li> <li>Systems Analyst</li> <li>Financial Analyst II</li> <li>Team Leader II</li> </ul>	12
\$83,347 Subject to partial exemption (refer clause 6.15)	<ul style="list-style-type: none"> <li>Marketing &amp; Product Executive I</li> <li>Team Leader I</li> <li>Graduate</li> </ul>	11
\$72,030	<ul style="list-style-type: none"> <li>Retail Store Co-ordinator</li> <li>Executive Assistant</li> <li>Financial Analyst I</li> <li>Offices Services Co-ordinator</li> <li>Customer Experience Consultant III</li> <li>Incident Management Officer</li> </ul>	10
\$65,845	<ul style="list-style-type: none"> <li>Marketing Assistant</li> <li>Customer Experience Consultant II</li> <li>Technical Support Consultant</li> <li>Service Management Officer</li> <li>Team Co-ordinator</li> </ul>	9
\$60,900	<ul style="list-style-type: none"> <li>Retail Sales Associate*</li> <li>Team Assistant</li> <li>Customer Experience Consultant I</li> </ul>	8
\$54,458	<ul style="list-style-type: none"> <li>Operator</li> <li>Mail Clerk/Courier</li> <li>Receptionist</li> <li>Administrative Assistant</li> </ul>	7
\$49,057	<ul style="list-style-type: none"> <li>Clerical Assistant</li> <li>Cadet</li> <li>Trainee</li> </ul>	6

\* Retail Sales Associates may, where they agree, be subject to a commission based remuneration structure provided that the minimum remuneration to apply shall not be less than 70% of the minimum rate prescribed in this Agreement as adjusted annually. The balance of their remuneration under such arrangement will comprise Achievement Incentives. Such commission based arrangements, where and for the time/s for which they operate, shall operate to the exclusion of the Optus General Incentive Scheme.

Where Optus employs a sales employee on a commission based remuneration structure, and their minimum rate is less than that provided in this Agreement, Optus will employ that person under the Commission Based Sales roles set out in Appendix A(iii).

## APPENDIX A – MINIMUM RATES

### (iii) Commission Based Sales

MINIMUM RATE	JOB GROUPING (Including but not limited to:)	OPTUS GRADE
\$107,289 Subject to partial exemption (refer clause 6.15)	• Sales Executive	13
\$96,488 Subject to partial exemption (refer clause 6.15)	• Team Leader II • Customer Account Executive • Retail Store Manager	12
\$83,347 Subject to partial exemption (refer clause 6.15)	• Team Leader I	11
\$72,030	• Sales Consultant II	10
\$65,845	• Sales Consultant I	9
Reserved	Reserved	8
Reserved	Reserved	7
Reserved	Reserved	6

The minimum rates prescribed for commission based Sales roles relate specifically to On Target Earnings (OTE) which includes ‘Target Achievement Incentives’. For the purpose of compliance with this Agreement, the minimum remuneration as determined from the relevant Optus Sales Plan shall not be less than 50% of the OTE rate specified above.



## APPENDIX B – ISSUE PREVENTION AND RESOLUTION

It is the policy of Optus to provide a productive, rewarding, enjoyable, safe and non-discriminatory work environment for its employees. This environment should be characterised by co-operation, mutual respect and open communication directly between management and employees.

This clause sets out the procedures to be followed for preventing and settling disputes about matters arising under this Agreement and in relation to the NES, between Optus and the employees covered by it.

All issues of concern should, in the first instance, be processed within the Optus employee relations environment. Employees may also seek assistance from a representative at any of the stages below.

1. An employee who anticipates or is experiencing a job-related problem should in the first instance discuss it with their immediate supervisor or manager.

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

Under no circumstances shall an employee be disadvantaged if they raise an issue for discussion.

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. The manager should give the employee a response within a reasonable period of time.

2. If the problem is not resolved at this level, or if there is some reason why the problem cannot be discussed with the immediate supervisor, the employee may take it to the next level manager or to their People and Culture representative. If Optus deems appropriate this may include the involvement of the appropriate directors.
3. Should the above steps fail to resolve the issue, the employee or their representative will then seek discussions through direct consultation with Optus People and Culture management.
4. If these discussions are unsuccessful the matter can be referred either by Optus or the employee to an agreed private mediator or arbitrator, or failing agreement, to the Fair Work Commission.

## **APPENDIX C – WORKPLACE DELEGATES' RIGHTS**

Clauses 30A.2 – 30A.9 in the Optus Award 2015 are incorporated into this Agreement.


For the avoidance of doubt, the reference to 'award' in clause 30A.5(f) of the Optus Award 2015 is not intended to confer any additional rights in relation to any process or procedure under the Optus Award 2015.

To the extent permitted by law, these clauses are incorporated as varied from time to time, and if the clauses are removed from the Optus Award 2015, then the workplace delegates' rights term will cease to be incorporated into this Agreement.

SIGNATURE PAGE

Executed as an Agreement:

Signed for Optus Administration Pty  
Limited by its representative

  
Signature of Authorised Officer ←


Amanda Jung  
Name of Authorised Officer (print)

Senior Director - Employee Relations  
Office held by Authorised Officer

1-7 Lyon Park Rd, Macquarie Park NSW  
Address of Authorised Officer

Dated 27 March 2025

Signed for and on behalf of an employee  
authorised representative

  
Signature of Authorised Representative ←

GREG RAYNER  
Name of Authorised Representative (print)

DIVISIONAL SECRETARY  
Explanation of Authority of Authorised  
Representative

1/9 365 QUEEN ST MELBOURNE  
Address of Authorised Representative

CEPU COMMUNICATIONS DIVISION

Dated 27 MARCH 2025