

# **EPA 2025**

# **Information Pack**

# Contents

**Introduction to your EPA 2025 Information Pack from Kate Aitken .....3**

**Helping you understand EPA 2025.....5**

Documents.....5

Videos.....5

Questions and FAQs.....6

**The Ballot.....6**

Eligibility to Vote .....6

Confidential Ballot.....6

Questions during Ballot.....6

Ballot Results.....7

**Agreement approval steps .....7**

Commencement of the new agreement.....7

**We’re here to help.....7**

**Explanation of the terms of the proposed EPA 2025 and their effect .....8**

**Relationship to the Optus Award 2015.....30**

## Introduction to your EPA 2025 Information Pack from Kate Aitken



At Optus, we're committed to building a workplace that truly supports and empowers everyone to achieve their best.

Since November 2024, we have been working towards the renewal of the Optus Employment Partnership Agreement (**EPA**) for another three years.







The EPA has been a feature of our workplace culture since 1994 and guarantees the minimum terms and conditions for our people who are covered by it.

It is important that these terms and conditions reflect both the needs of our people and Optus, and continue to build on the foundations we already have in place to make Optus a place where everyone has the opportunity to thrive.

Thanks to those who have reached out to ask questions and provide feedback – to not only myself and the leadership team directly, but to the EPA dropbox and Viva Engage as well.

Having considered all of your feedback, I am proud and excited to now be able to share with you the proposed Optus Employment Partnership Agreement (2025) (**EPA 2025**) for you to consider prior to casting your vote in the upcoming confidential ballot.

EPA 2025 will enhance our overall employment offering with an increased focus on supporting our team members and communities when and where they need it most. I look forward to the positive impact that these changes will bring.

EPA 2025 Proposed Enhancements	
 <p><b>Connected Day</b> An additional Connected Day, increasing to 2 Connected Days per calendar year</p>	 <p><b>Enhanced Parental Leave</b> Carer Neutral Up to 16 weeks paid leave Recognition of long-term fostering &amp; kinship care arrangements</p>
 <p><b>Family and Domestic Violence Leave</b> Up to 20 days Family &amp; Domestic Violence Leave per year of service</p>	 <p><b>Blood Donation Leave</b> Up to 16 hours Blood Donation Leave per calendar year and greater flexibility when taking this leave</p>
 <p><b>Redundancy</b> Increase to Redundancy Pay to up to 50 weeks</p>	 <p><b>Defence Reserve Leave</b> Inclusion of Defence Reserve Leave in EPA 2025 and an increase of up to 20 days per calendar year</p>

The key changes we are proposing include:

- Increasing our signature Connected Day from one to two days of paid leave per calendar year so you can spend even more time connecting with the things that you love and matter to you most.
- We recognise that parenting looks different for everyone, so we're proposing to build on our already strong parental leave offering by:
  - embracing simplicity and equity by moving to a 'carer neutral' approach to Paid Parental Leave. This a significant change which will remove the existing focus on 'primary' or 'secondary' carer and aims to encourage and better support the reality of shared caring responsibilities for both parents at this important time for families;
  - increasing Paid Parental Leave from up to 14 weeks to up to 16 weeks; and
  - recognising long-term fostering and kinship care arrangements as eligible for Paid Parental Leave.
- Increasing the support provided to employees experiencing family and domestic violence from 10 days to up to 20 days of paid leave per year of service.
- Increasing the total quantum and providing greater flexibility for our people who donate blood, platelets and plasma from 8 hours to a maximum of 16 hours per calendar year, and from 2 hours to up to 4 hours per occasion.
- Inclusion of Defence Reserve Leave into our EPA to recognise the important role of these activities in our community and increasing the amount of paid leave to up to 20 days per calendar year.
- Increasing our redundancy severance pay to up to 50 weeks which provides additional support for our people in the event their role is made redundant and suitable alternative employment is not found.

These proposals will advance our commitment to creating a workplace where we all feel included, connected, energised and inspired to drive meaningful change for the customers and stakeholders who rely on us.

We've prepared this Information Pack to help you understand more about EPA 2025 and how to cast your vote.

### **It starts with 'Yes'**

Great things start with 'Yes' and I encourage you to vote 'Yes' so that together we can continue to make Optus a place where we can all thrive.

Thank you for your support.

Regards

*Kate Aitken*

Vice President, People and Culture  
February 2025

## Helping you understand EPA 2025

It's important to us that you understand the proposed EPA 2025 so you can make an informed decision before we ask you to vote.

Everything you need to understand the proposed EPA 2025 is also available on the [EPA page](#) of Espresso including the following resources:

### Documents

You can access and download two versions of the proposed EPA 2025 on the [EPA page](#) or by using the links provided below:

- a complete clean copy of the [proposed EPA 2025](#) that we will be asking you to vote on with the proposed changes incorporated.
- a copy of the [track changed version to the current agreement \(EPA 2022\)](#) so you can compare the difference between the two agreements.

You can also head to the [EPA page](#), where you will find other useful documents relevant to your review of the EPA 2025 such as relevant Optus policies, a link to the [Optus Award 2015](#) and relevant legislation.

### Explainers

To explain EPA 2025 in further detail, we've also included within this Information Pack:

- an overview of the proposed changes in EPA 2025, as well as an explanation of EPA 2025 terms and their effect and what this means for you (see pages 8 – 29);
- a summary of the key changes in the Optus Award 2015 clauses since EPA 2022 was approved and how these terms are dealt with in the proposed EPA 2025 in the [Relationship to the Award](#) section (pages 30 - 34) of this Information Pack.

Also available is an [EPA 2025 slide deck](#) which provides an overview of the EPA, the proposed changes and key information regarding available resources and the ballot where you'll get the opportunity to cast your vote.

Of course, this content is a summary only and you are encouraged to read the full clauses in EPA 2025.

### Videos

We appreciate you want choice and so for those who would prefer, you can also watch the following videos to learn more about EPA 2025 and these can be accessed 'on demand'. The videos include:

- [Highlights Video](#) (2.5 minutes);

- [Detailed Explainer Video](#) - Explanation of the terms and their effect of the proposed EPA 2025 (52 minutes).

## Questions and FAQs

If you have any questions regarding the contents of the proposed EPA 2025, please contact the EPA dropbox at [epa@optus.com.au](mailto:epa@optus.com.au).

We will also regularly update the [Frequently Asked Questions](#) on the EPA page to share answers to questions asked by our people.

## The Ballot

### Eligibility to Vote

Only people who will be covered by the proposed EPA 2025 who are employed by Optus Administration Pty Ltd (**Optus**) at the time of the vote are eligible to vote in the confidential ballot.

This means all Optus employees in remuneration range reference (i.e. grades) 6 to 13, and Engineering and Technical Services roles in remuneration range reference (grade) 14.

To find out if you are covered, please check the Pay Scale Type field at [HRCentral](#)>My Profile >Employment Info>Job Details.

It is critical that eligible employees don't miss the opportunity to vote 'Yes' to approve EPA 2025. If you're still unsure about your eligibility to vote, please contact the [EPA dropbox](#).

### Confidential Ballot

The ballot will be conducted by CorpVote. CorpVote is a third-party ballot provider and has been engaged to maintain independence and confidentiality.

The purpose of the ballot is to determine whether a majority of employees who vote agree to the terms and conditions of their employment being covered by the proposed EPA 2025.

The ballot period will open on **10am Wednesday 12 March 2025 and close at 5pm Monday 17 March 2025** Australian Eastern Daylight Time (AEDT).

Prior to the ballot (on 6 March 2025) you will receive an introductory email from CorpVote explaining their role in the process and what to expect. Then on the first day of the ballot, **Wednesday 12 March 2025**, you will receive an email from CorpVote (from the email address [evote@netvote.com.au](mailto:evote@netvote.com.au)) with instructions on how to cast your vote. You will be able to vote online or by phone.

We have prepared [Frequently Asked Questions](#) to answer some common queries regarding the ballot process which are available on the EPA page.

### Questions during Ballot

If you have any technical issues with voting during the ballot period, please contact CorpVote directly on 1300 710 950 between 8:30am and 5:30pm (AEDT), Monday to Friday or email [support@corpvote.com.au](mailto:support@corpvote.com.au).

As mentioned above, questions regarding the contents of the proposed EPA 2025 can be directed to [epa@optus.com.au](mailto:epa@optus.com.au).

### Ballot Results

Shortly after the ballot period has closed, the results of the ballot will be counted and verified by CorpVote. After this time, we will notify employees as early as possible via email of the result of the ballot.

## Agreement approval steps

If a majority of voters who cast a valid vote are in favour of EPA 2025, Optus will then make an application to the Fair Work Commission (**FWC**) for the proposed EPA 2025 to be formally approved. The application to the FWC must occur within 14 days of the ballot closing.

The FWC will then assess the proposed EPA 2025 to make sure it meets the legal requirements set out under the *Fair Work Act 2009* (Cth). This includes ensuring that the proposed EPA 2025 passes the better off overall test. This test involves checking that each employee (and reasonably foreseeable employee/s) would be better off overall if the approved EPA 2025 applied to the employee than if the relevant modern award applied to the employee. In our case, the test will compare the proposed EPA 2025 against the [Optus Award 2015](#) (**Award**) to ensure employees are better off overall.

There are also other important legal requirements including the inclusion of mandatory terms and requirements that the agreement must not exclude the National Employment Standards (**NES**) or any provision of those standards.

If the agreement is not approved, then the current Optus Employment Partnership Agreement (2022) will continue to operate until it is terminated or replaced.

### Commencement of the new agreement

The proposed EPA 2025 will operate from seven days after its approval by the Fair Work Commission. Any proposed changes contained in EPA 2025 can only commence on or after that time.

## We're here to help

If you have any questions about the proposed EPA 2025 or voting process, please contact the [EPA dropbox](#).

You can also check out the [EPA page](#) for more information. You can navigate there by heading to the Espresso Homepage/Tools and Resources/People and Culture/People at Optus/Working at Optus/Employee Experience/EPA 2025.

## Explanation of the terms of the proposed EPA 2025 and their effect

To prepare you for the upcoming confidential employee ballot for the proposed EPA 2025, the below table includes:

- an explanation of the terms of the proposed Optus Employment Partnership Agreement (2025) (**EPA 2025**) and their effect; and
- the changes in the proposed agreement from the existing Optus Employment Partnership Agreement (2022) (**EPA 2022**).

Also available on our [EPA page](#) is a copy of the tracked changes of EPA 2022 against EPA 2025 so you can compare the difference between the two agreements.

This information is intended to highlight and provide a summary of some of the key features of EPA 2025 and what it means for you if it replaces EPA 2022. In addition to the abbreviations of **EPA 2025** and **EPA 2022** explained above, in this document, **NES** means National Employment Standards, **Award** means Optus Award 2015, and **Fair Work Act** means *Fair Work Act 2009* (Cth).

Employees should still carefully review a copy of the full EPA 2025 that has been made available to you as this document is only a summary of some of the terms and their effect, and how it compares to EPA 2022. This summary does not form part of EPA 2025.

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
<b>1 Introduction</b>	<ul style="list-style-type: none"> <li>• The date of the proposed EPA has changed from 2022 to 2025. This is to reflect the new title of the agreement.</li> <li>• The words 'as amended from time to time' in reference to the NES have been included so that EPA 2025 appropriately applies the minimum entitlements from any legislative updates to the NES that occur throughout the life of the agreement.</li> <li>• In February 2025, new Optus values were launched and have been included in the proposed EPA 2025.</li> <li>• These are: <ul style="list-style-type: none"> <li>○ We are one team;</li> <li>○ We act with integrity; and</li> <li>○ We are accountable.</li> </ul> </li> <li>• Since EPA 2022, the NES has relevantly been amended to introduce paid family and domestic violence leave, changes to parental leave to enable</li> </ul>	<ul style="list-style-type: none"> <li>• The proposed new agreement will be known as the Optus Employment Partnership Agreement (2025).</li> <li>• This clause sets out: <ul style="list-style-type: none"> <li>○ the commitment of Optus and its employees to work together during the life of the agreement;</li> <li>○ the Optus Values; and</li> <li>○ Optus and employee obligations.</li> </ul> </li> <li>• This clause confirms that under EPA 2025 you will always receive, at a minimum, the entitlements set out in the NES.</li> <li>• The NES are a set of minimum entitlements for: <ul style="list-style-type: none"> <li>○ maximum weekly hours,</li> <li>○ requests for flexible working arrangements,</li> <li>○ casual employment,</li> <li>○ parental leave and related entitlements,</li> <li>○ annual leave,</li> </ul> </li> </ul>



Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	<p>parents to take up to 12 months of parental leave concurrently and updates to casual employment.</p>	<ul style="list-style-type: none"> <li>personal/carer's leave, compassionate leave and family and domestic violence leave,</li> <li>community service leave,</li> <li>long service leave,</li> <li>public holidays,</li> <li>superannuation contributions,</li> <li>notice of termination and redundancy pay and</li> <li>the Fair Work Information Statement and Casual Employment Information Statement.</li> </ul> <ul style="list-style-type: none"> <li>The EPA adds to these.</li> </ul>
2 Application	<p><u>Clause 2(b)</u></p> <ul style="list-style-type: none"> <li>Amendments to this clause have been made to provide further clarity on the interaction between the Award and EPA 2025.</li> <li>These changes confirm that where EPA 2025 incorporates provisions from the Award (which only occurs in relation to workplace delegates' rights, refer to Appendix C below), the terms of EPA 2025 prevail over the incorporated Award term to the extent of any inconsistency.</li> </ul>	<ul style="list-style-type: none"> <li>The clause explains:                             <ul style="list-style-type: none"> <li>the application of EPA 2025 – i.e. who it covers and how it operates in relation to other industrial instruments; and</li> <li>the policies referenced in EPA 2025 are not part of the agreement.</li> </ul> </li> <li>The clause provides that EPA 2025 will be binding on all employees whose salaries and conditions are intended to be regulated by the Award being those employees who are covered by the classification structure at Appendix A of EPA 2025.</li> <li>The Award is Optus' enterprise award. The Award is the instrument that would otherwise apply to employees if no enterprise agreement (i.e. the EPA) was in place. The Award does not apply to an employee while an EPA applies to the employee. This is in accordance with section 57 of the Fair Work Act.</li> <li>Where EPA 2025 expressly incorporates a term of the Award, that clause will apply as a term of the agreement and the agreement terms prevail over the incorporated term of the Award to the extent of any inconsistency.</li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
3 Duration of Agreement	<ul style="list-style-type: none"> <li>No change.</li> </ul>	<ul style="list-style-type: none"> <li>This clause provides that EPA 2025 will commence 7 days after it is approved by the Fair Work Commission and will remain in force for 3 years following that date (until the 'nominal expiry date'). EPA 2025 will replace EPA 2022 if approved.</li> <li>If approved by the Fair Work Commission, EPA 2025 will not apply to employees until EPA 2022 has passed its nominal expiry date, which is 30 March 2025. Therefore, the earliest that EPA 2025 can apply is 31 March 2025.</li> <li>The effect of this clause is that Optus agrees to commit to the terms and conditions of EPA 2025 for (at least) 3 years if EPA 2025 is approved. During this time, the minimum terms and conditions set out in EPA 2025 will apply.</li> <li>EPA 2025 will continue to apply beyond the nominal expiry date until it is either terminated or replaced by a new enterprise agreement.</li> <li>Optus policies and benefits will apply in addition to these minimum terms and conditions but will never be less than them because once EPA 2025 is approved, it will be a binding industrial instrument.</li> </ul>
4 Major Workplace Change	<ul style="list-style-type: none"> <li>No change.</li> </ul>	<ul style="list-style-type: none"> <li>This clause is unchanged from EPA 2022.</li> <li>This clause provides that Optus will consult with employees (and their representative) in circumstances of major workplace change that will have a significant effect on them. Employees may be represented for the purposes of this consultation.</li> </ul>
5 Contract of Employment	<p><u>Clause 5.3 – Fixed Term Employees</u></p> <ul style="list-style-type: none"> <li>'Block Time' references in the EPA 2025 have been updated to 'Fixed Term' and replicated throughout the entire agreement.</li> </ul>	<ul style="list-style-type: none"> <li>The clause outlines the types of employment including full time, fixed term, part time and casual.</li> <li>This clause provides:                         <ul style="list-style-type: none"> <li>for a 25% casual loading for casual employees in lieu of paid annual leave, paid personal carer's leave, paid compassionate leave, payment for absence on a public</li> </ul> </li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	<ul style="list-style-type: none"> <li>This is a change in terminology recognising that this terminology is consistent with the fixed term contracts provisions of the Fair Work Act.</li> <li>A further update to this clause has been made to clarify that the use of fixed term contracts will be subject to the provisions in the Fair Work Act.</li> </ul> <p><u>Clause 5.5 – Casual Employees</u></p> <ul style="list-style-type: none"> <li>In the definition of casual employee, the reference to section 15A of the Fair Work Act that defined casual employee has been removed (although the section still defines casual employees by reference to the meaning given by the Fair Work Act). This change has been made to ensure the clause still works in the event that the Fair Work Act is amended and results in a change to the legislative reference.</li> <li>An amendment to the clause has been made to confirm that paid family and domestic violence leave is available for casual employees, and that the casual loading of 25% is not paid in lieu of this entitlement.</li> <li>Updates have been made to references to ‘offers and requests for casual conversion’ to a casual employee changing to a full time or part time employee to reflect equivalent changes to the Award and the NES.</li> </ul> <p><u>Clause 5.6 – Individual Flexibility Agreements</u></p> <ul style="list-style-type: none"> <li>A formatting error in EPA 2022 has been rectified in this agreement so that clause 5.6(c)(v) will become clause 5.6(c)(iv)(C) where it was intended to operate.</li> <li>As a consequence of the above amendment, clause 5.6(c)(vi) becomes clause 5.6(c)(v).</li> </ul>	<p>holiday, payment in lieu of notice of termination and redundancy pay. The clause also confirms that paid family and domestic violence leave will apply to casual employees in accordance with clause 8.12 of the agreement.</p> <ul style="list-style-type: none"> <li>that casual employees may be entitled to change to full time or part time employment in accordance with the Fair Work Act.</li> <li>that Optus and an employee may enter into an individual flexibility arrangement in certain circumstances. This is a clause required by law to be included in enterprise agreements. The effect of the clause is that it allows for variations to EPA 2025 in order to meet the genuine needs of Optus and individual employees while ensuring minimum entitlements and protections are not undermined. Importantly, no employee can be made to enter into an Individual Flexibility Agreement and the employee must be better off overall under the arrangement. The arrangement can be terminated with notice by either Optus or the employee covered by it, or by agreement between the parties.</li> <li>that new full time, part time and fixed term employees may be subject to a three-month probation period. The probation period is taken into account for the purposes of continuous service for all purposes in EPA 2025 and employees must be advised of the probationary period in advance.</li> <li>for the relevant period of notice to be given to terminate an employee's employment (including on resignation). The clause also provides for dismissal without notice in certain circumstances.</li> <li>for a scale of redundancy severance pay (up to a maximum of 50 weeks) and notice of termination on redundancy (where suitable alternative employment is not found).</li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	<p><u>Clause 5.8(f) – Termination of Employment</u></p> <ul style="list-style-type: none"> <li>An amendment has been made to provide the option for fixed term employment to end through mutual agreement subject to any limitations to fixed term contracts being extended or renewed under the Fair Work Act.</li> </ul> <p><u>Clause 5.8(i) – Termination of employment</u></p> <ul style="list-style-type: none"> <li>An amendment has been made to clarify that an employee can provide notice of termination in circumstances where they are on or have planned annual leave or long service leave however the period will be extended by any period of annual leave or long service leave falling within the notice period.</li> </ul> <p><u>Clause 5.9 – Redundancy</u></p> <ul style="list-style-type: none"> <li>The maximum severance payment in the event of redundancy has increased from up to 48 weeks' to up to 50 weeks' remuneration.</li> </ul>	
<b>6 Hours of Work</b>	<p><u>Clause 6.2(c) – Standard Provisions</u></p> <ul style="list-style-type: none"> <li>Changes to the term 'working' hours to 'ordinary' hours have been made throughout the EPA in reference to averaging of hours over the duration of the applicable shift cycle for shift workers to clarify the language used and reflect Optus' practice.</li> <li>Changes to this clause now clarifies that any time directed to work 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.</li> </ul> <p><u>Clause 6.2(e) – Standard Provisions</u></p> <ul style="list-style-type: none"> <li>This clause has been updated to clarify the operation of the clause – i.e. that both employees and Optus can</li> </ul>	<ul style="list-style-type: none"> <li>This clause defines ordinary hours of work, core hours and non core hours as well as the rate of pay applied for certain hours.</li> <li>It also provides for:                         <ul style="list-style-type: none"> <li>overtime rates, sets out when overtime is payable and the ability to take it as time off in lieu of overtime by request;</li> <li>definition of shifts, when the shift loadings are payable, and how shift work arrangements are to take place;</li> <li>an additional week of annual leave for those employees who meet the definition of a 7 day shift worker for the purpose of this clause; and</li> </ul> </li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	<p>initiate a variation to start and finish times and that where it is initiated by Optus, this will follow a process of consultation in accordance with clause 6.2(f).</p> <p><u>Clause 6.3 – Rates of Pay – Definitions</u></p> <ul style="list-style-type: none"> <li>Minor grammatical updates have been made to clause 6.3 (b).</li> <li>In clause 6.3 (c), inclusion of the words <i>‘(which, for those working shift rosters, will be averaged over the nominated shift cycle)’</i> in reference to overtime eligibility to confirm that for shift workers, overtime applies when they work in excess of 38 hours per week averaged over their shift cycle.</li> </ul> <p><u>Clause 6.9 (f) – Shift Work Arrangements</u></p> <ul style="list-style-type: none"> <li>Inclusion of the words <i>‘For the purpose of section 87 of the Fair Work Act’</i>, gives additional clarity that employees who work 7 day shift working rosters (as set out in clause 6.3(c)) are shift workers for the purpose of accruing an additional week's annual leave each year.</li> </ul> <p><u>Clause 6.11 – Time Off in Lieu</u></p> <ul style="list-style-type: none"> <li>This clause has been expanded to provide the option for those rostered on shift work on a public holiday to request to receive time off in lieu instead of payment of the shift loading in clause 6.7(c) for such shift worked. Previously, shift workers had to submit and be approved for an individual flexibility agreement before receiving time off in lieu for working on a public holiday (using the code “PH Wkd Days AL”).</li> <li>The existing time off in lieu provisions that allow employees to request to receive time off in lieu instead of payment of overtime remain.</li> </ul>	<ul style="list-style-type: none"> <li>the requirements for introducing shifts of more than 10 ordinary hours and up to 12 hours.</li> <li>It sets out that core hours are the hours between 7am to 7pm (or as varied in accordance with the clause).</li> <li>Further, it says that ordinary hours of work of full time employees, other than Retail employees and those working rostered shifts, are 38 hours per week or 76 per fortnight, Monday to Friday, with a maximum of 10 ordinary hours per day.</li> <li>This clause provides for a maximum number of 10 ordinary hours to be worked in a day, except by agreement. This does not apply to current arrangements where an employee or area of the business is working more than 10 ordinary hours.</li> <li>For those working shift rosters, the ordinary hours of work will average 38 hours per week over the duration of the shift cycle and any variation from such average shall not be unreasonable. The clause confirms that where a shift worker is directed to work over an average of 38 hours per week over the duration of the shift cycle, this will be paid as overtime in accordance with clause 6.12.</li> <li>The clause provides that Optus will consult with employees about a change to their regular roster or ordinary hours of work and sets out a process Optus will follow when consulting with employees.</li> <li>The clause also sets out the rate of pay applicable for work within core, non core or outside ordinary hours:                         <ul style="list-style-type: none"> <li>the core rate (ordinary rate) applies for all ordinary hours worked within core hours;</li> <li>the non-core rate applies for all rostered ordinary hours of work starting and finishing either side of core hours (this work is defined as shift work under the agreement and clause 6.9 Shift Work Arrangements explains in detail the terms in relation to shift work); and</li> </ul> </li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	<ul style="list-style-type: none"> <li>The clause now provides that where the time off in lieu has been requested but not taken, the time in lieu accumulates and on termination the untaken time off in lieu will be paid at the employee's core rate as at the termination date.</li> <li>It remains a requirement that time in lieu must be taken within one month of the performance of the relevant work. The clause has been updated to provide the ability for an employee and their manager to agree to a longer period.</li> <li>Casual employees will not be able to access time off in lieu.</li> </ul> <p><u>Clause 6.12 – Overtime – Applicable Rate</u></p> <ul style="list-style-type: none"> <li>Changes to this clause provides additional clarity for shift workers that weekly hours are averaged over a shift cycle. This is a consequential change as a result of the change of words in clause 6.3 (c) to clarify overtime eligibility for shift workers.</li> <li>Updates in this clause improve the readability of the agreement and simplify the language.</li> <li>This clause now provides a shorter minimum payment for employees who are performing overtime remotely via home based work equipment, to one hour in circumstances where an employee is directed to work overtime hours on a Monday to Friday that do not continue on from their ordinary hours has been included. Previously, the minimum engagement was 3 hours.</li> <li>This change is to recognise that it is less of an inconvenience for employees to undertake remote work in comparison to performing work at their usual location which will require travel. This will better align the minimum payments under clause 6.12 from Monday to Friday (excluding Public Holidays), with the minimum</li> </ul>	<ul style="list-style-type: none"> <li>the overtime rate applies for all hours worked in excess of the ordinary hours.</li> <li>The clause sets out that employees performing shift work will be paid the following loadings for shifts worked:                         <ul style="list-style-type: none"> <li><b>Afternoon shift</b> (shift finishing after 7pm and at or before midnight) – 15% of the core rate.</li> <li><b>Night shift</b> (shift finishing after midnight and where majority of hours are before 7am) – 20% of the core rate (unless continuous night shift).</li> <li><b>Morning shift</b> (shift starting after midnight and before 7am and finishing after 7am and where majority of hours are before 7am) – 10% of the core rate.</li> <li><b>Continuous night shift</b> (night shift continuously worked for a period exceeding 4 weeks) – 30% of the core rate instead of the 20% night shift above.</li> <li><b>Saturday shift</b> (shift where major part is worked between 11pm Friday and midnight Saturday) – 50% of the core rate.</li> <li><b>Sunday shift</b> (shift where major part of the work is performed between 11pm Saturday and midnight Sunday) – 100% of the core rate.</li> <li><b>Public holiday shift</b> (shift where major part is between 11pm on the night preceding a public holiday and midnight on the public holiday) – 150% of the core rate.</li> </ul> </li> <li>The clause provides that the shift loadings (set out above) are not payable in respect of overtime, while on call or on periods of leave other than annual leave.</li> <li>To ensure that shift workers are not disadvantaged when taking annual leave – there is an average shift loading (applied over a 1 year period) calculated and paid on the employee's annual leave. Shift employees who have worked</li> </ul>



Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	payment for non-rostered call-outs under clause 6.13 (b) where an employee who has not been rostered on-call is required to respond to unscheduled network operations or customer servicing requirement via homebased work equipment.	less than 1 year will receive a pro rata loading calculated by reference to the time that they have worked in the year. <ul style="list-style-type: none"> <li>• This clause provides:                             <ul style="list-style-type: none"> <li>○ that employees who work 7 day shift working rosters (as set out in clause 6.3(c)) are considered to be shift workers for the purpose of being entitled to accrue an additional week's annual leave each year. The clause provides that, where these employees are rostered for less than 10 Sundays per year, they will accrue the additional leave at the rate of a ½ day per rostered Sunday worked, up to a maximum of 5 days.</li> <li>○ for time in lieu can be requested instead of:                                     <ul style="list-style-type: none"> <li>▪ overtime payment; or</li> <li>▪ public holiday shift loading.</li> </ul> </li> <li>○ for unscheduled customer servicing/on-call. Sets out payments for rostered on-call arrangements and non rostered call out periods. Sets out a minimum break after certain overtime and unscheduled servicing.</li> <li>○ for a rest break of a minimum of half an hour to be taken not later than five hours after commencing duty (to be taken within operational requirements). Other breaks may be provided where deemed reasonable by management.</li> <li>○ for a partial exemption from provisions for certain job groupings identified in Appendix A. The partial exemption exempts identified positions from the following provisions of the Agreement: ordinary hours of work, start and finish times, overtime and unscheduled customer servicing/on-call.</li> </ul> </li> </ul>
<b>7</b> Classifications, Minimum Rates and Remuneration	<u>Clause 7.2 (h) – Job Classifications / Minimum Rates</u> <ul style="list-style-type: none"> <li>• The word 'projected' throughout this clause has been removed for accuracy, as the Australian Bureau of Statistics (<b>ABS</b>) publishes an actual CPI figure for 12</li> </ul>	<ul style="list-style-type: none"> <li>• This clause sets out the job classification structure at Optus and allocation of positions to a classification in the agreement and grade.</li> <li>• It also sets out Optus' remuneration management including an annual review of remuneration for eligible employees and</li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	<p>months from 1 April to 31 March (<b>31 March ABS CPI figure</b>) and not a projection.</p> <ul style="list-style-type: none"> <li>The clause provides that Optus will use the 31 March ABS CPI figure to determine the minimum rate increases for each classification at 1 July 2025, 1 July 2026 and 1 July 2027 during the term of EPA 2025. This is instead of referring to the most recent Headline Consumer Price Index published by the ABS as at April each year.</li> <li>Changes to this clause have clarified that the 31 March ABS CPI figure (rather than the most recent Headline Consumer Price Index) is compared to the 30 June CPI figure of the same calendar year, for the purpose of any adjustment the following year.</li> </ul> <p><u>Clause 7.3 – Optus Remuneration Management</u></p> <ul style="list-style-type: none"> <li>References to ‘Human Resources’ have changed to ‘People and Culture’ to reflect the name of this team internally.</li> </ul> <p><u>Clause 7.6 – Payments</u></p> <ul style="list-style-type: none"> <li>Changes to this clause remove the requirement for employees in a partially exempt classification to be paid monthly. The clause will retain the ability for employees to be paid fortnightly as the default position and by agreement employees can be paid monthly.</li> <li>There will be no change to employees who are currently being paid monthly. These employees may remain on a monthly pay arrangement.</li> </ul> <p><u>Clause 7.7 – Superannuation</u></p> <ul style="list-style-type: none"> <li>From 1 January 2024, the NES included a right to superannuation contributions.</li> </ul>	<p>an Optus General Incentive Plan for eligible employees. This clause continues Optus’ commitment to retain its General Incentive Plan (i.e. performance bonus) during the term of the Agreement.</p> <ul style="list-style-type: none"> <li>This clause provides: <ul style="list-style-type: none"> <li>for a higher duties payment where employees are directed to perform duties in a grade higher than their usual grade for more than two consecutive months in a secondment.</li> <li>for the minimum rates for each classification to be increased at 1 July 2025, 1 July 2026 and 1 July 2027. The increase will be based on the published Australian Bureau of Statistics year on year Consumer Price Index (<b>CPI</b>) figure to 31 March 2025, 31 March 2026 and 31 March 2027. Where the year on year 31 March CPI figure in each of those years is at variance with the 30 June CPI figure ending in the same calendar year by more than 0.5%, the adjustment for the following year will take such variance into account.</li> </ul> </li> <li>Optus may, at its discretion and on terms determined by Optus, facilitate employee share ownership in Singtel Limited for full time and part time employees.</li> <li>Provides that an employee’s remuneration is inclusive of annual leave loading.</li> <li>Provides for employees to generally be paid fortnightly and by agreement monthly. Employees who are currently on monthly pay will remain on monthly pay arrangements.</li> <li>Provides for reimbursement of reasonable work related, travelling, Work, Health and Safety training, and relocation expenses in certain circumstances.</li> <li>The superannuation clause has also been updated to reflect superannuation stapling legislation and changes in the Fair Work Act to include a right to superannuation contributions under the NES legislation. The clause provides for employee choice of superannuation fund, and where an employee</li> </ul>



Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	<ul style="list-style-type: none"> <li>This clause has been updated to reflect the introduction of this right and confirm that Optus will comply with those obligations. This is a required update for legislative compliance.</li> <li>Updated wording to the clause also clarifies the process for payment to stapled and default funds.</li> </ul>	<p>does not exercise choice, the contributions will be made to the stapled fund that is held by the Australian Taxation Office (<b>ATO</b>) and notified to Optus. If the ATO does not notify Optus of a fund after Optus makes an enquiry, then the contributions will be made to an eligible fund determined by Optus.</p>
<b>8 Leave Provisions</b>	<ul style="list-style-type: none"> <li>The leave section of EPA 2025 has been updated with new and improved leave types. See each section below for the details.</li> </ul>	<ul style="list-style-type: none"> <li>This section sets out: <ul style="list-style-type: none"> <li>Annual Leave,</li> <li>Sick Leave,</li> <li>Parental Leave,</li> <li>Jury Leave,</li> <li>Bereavement &amp; Compassionate Leave,</li> <li>Public Holidays,</li> <li>Long Service Leave,</li> <li>Carer's Leave,</li> <li>Emergency Services Leave,</li> <li>Connected Days,</li> <li>Purchased Leave,</li> <li>Family and Domestic Violence Leave,</li> <li>Defence Reserve Leave,</li> <li>Gender Affirmation Leave,</li> <li>Blood Donation Leave and</li> <li>Other Leave.</li> </ul> </li> <li>The NES continue to apply as a minimum standard, with the provisions of EPA 2025 supplementing these minimum standards.</li> </ul>
<b>Clause 8.1 Annual Leave</b>	<ul style="list-style-type: none"> <li>The clause has been amended to move the purchasing of leave into its own section and decouple this from annual leave to reflect market practice that purchased leave schemes do not directly interact with an</li> </ul>	<ul style="list-style-type: none"> <li>This clause provides for 4 weeks' annual leave per year of service for full time employees which accrues progressively</li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	<p>employee's annual leave entitlement. See clause 8.11 below for further details.</p> <ul style="list-style-type: none"> <li>Further clarity is given to the clause by updating the reference to 'legislation' by expressly referring to the Fair Work Act.</li> <li>In relation to the selling of annual leave, it is now specified in the clause the current minimum annual leave required to be retained after the selling of annual leave as set out in the Fair Work Act – which is currently 4 weeks.</li> </ul>	<p>during the year and accumulates from year to year. Part time and fixed term employees are entitled to pro rated leave.</p> <ul style="list-style-type: none"> <li>EPA 2025 continues to provide other existing entitlements in relation to annual leave, including allowing employees to sell annual leave to Optus.</li> <li>The purchasing of leave has been moved to its own section as "Purchased Leave". See clause 8.11 below for further details.</li> </ul>
<b>Clause 8.2 Sick Leave</b>	<ul style="list-style-type: none"> <li>Optus has moved the final sentence in the existing clause to the introductory sections of the clause to reinforce that Optus sick leave policy will provide for at a minimum the legislative entitlement. Otherwise, the clause has not changed, and employees will continue to be entitled to at least their minimum sick leave entitlements under the NES, and Optus will ensure reasonable paid sick leave is available.</li> </ul>	<ul style="list-style-type: none"> <li>Sick leave continues to not be bound by prescription, and Optus will ensure that all reasonable paid sick leave is available to any Optus employee unable to attend and fulfill nominated work requirements as a result of a legitimate illness or injury.</li> <li>EPA 2025 continues to provide that Optus' sick leave policy will be maintained to provide, as a minimum, the standards in applicable legislation. This means that employees will always receive at least their minimum entitlements under the NES.</li> <li>Under the NES, a full-time employee is entitled to 10 days of personal (sick) leave per year and this is pro-rated for part-time employees. Unused sick and carer's leave is carried over to the next year.</li> <li>The clause retains the provision that enables Optus to require reasonable evidence when taking sick leave. The clause also retains the right for Optus to limit the duration of paid sick leave where the leave is assessed as unreasonable.</li> </ul>
<b>Clause 8.3 Parental Leave</b>	<ul style="list-style-type: none"> <li>Amendments have been made to the Parental Leave clause which will improve Parental Leave benefits provided to eligible employees by:</li> </ul>	<ul style="list-style-type: none"> <li>Optus is enhancing the parental leave benefits provided under EPA 2025. These changes are set out to the left.</li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	<ul style="list-style-type: none"> <li>○ introducing carer neutral parental leave meaning each parent will be able to access up to 16 weeks paid parental leave regardless of their caring status;</li> <li>○ increasing the paid leave benefit for employees from up to 14 weeks to up to 16 weeks; and</li> <li>○ expanding paid parental leave eligibility to include long-term foster care and kinship care.</li> <li>• In addition, there are a number of other changes to the clause which are as follows: <ul style="list-style-type: none"> <li>○ confirmation that Optus will pay superannuation on paid and 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/children which will be subject to an employee returning to work after any previous period of parental leave;</li> <li>○ clarification that Optus policies will deal with matters relating to parental leave entitlements including, but not limited to: <ul style="list-style-type: none"> <li>▪ 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;</li> <li>▪ how paid or unpaid parental leave may be taken by employees;</li> <li>▪ the definition of “placement” (having regard to the expansion of paid parental leave eligibility to include long-term foster care and kinship care); and</li> <li>▪ return to work requirements for the purpose of accessing benefits under this clause.</li> </ul> </li> <li>○ the removal of subparagraphs about accessing EAP, continuing disability insurance cover and superannuation plan vesting; and</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• A summary of the benefits available under the proposed EPA 2025 is set out below, where a child/children is born or placed on or after 1 January 2025: <ul style="list-style-type: none"> <li>○ up to 16 weeks' paid parental leave at the employee's base pay for a full time employee (pro-rated for part time employees) for eligible employees. This is an increase from the existing paid parental leave benefit for primary carers' of up to 14 weeks' pay;</li> <li>○ eligible employees will be entitled to access the full paid parental leave benefit regardless of caring status. Under the existing EPA 2022, employees must be the primary care giver to receive the full paid parental leave benefit;</li> <li>○ the paid portion of parental leave will be counted as service for accruals of annual and long service leave, and for eligibility for employees covered by the Optus General Incentive Plan (i.e. performance bonus);</li> <li>○ subject to an employee returning to work after any previous period of parental leave, Optus will make superannuation contributions will on paid parental leave and unpaid parental leave taken by the employee before the first birthday or 12 months from the date of placement of an adopted child/children up to a maximum of 36 weeks leave (reduced from a maximum of 38 weeks in EPA 2022 because of the increase in paid parental leave). This means that employees still receive the same amount in superannuation; and</li> <li>○ the paid parental leave will apply to still birth and adoption (as defined in the NES), surrogacy, long-term foster care and kinship care.</li> </ul> </li> <li>• A copy of the Parental Leave Policy that will apply if EPA 2025 is approved is available on the <a href="#">EPA page</a>.</li> <li>• For a child/children born or placed on or before 31 December 2024, the entitlement to parental leave is subject to the previous Parental Leave Policy. Under that policy, among other things, there is a distinction between primary and secondary carers, primary caregivers for these children</li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	<ul style="list-style-type: none"> <li>the re-ordering of the clause so that paid parental leave entitlements are at the forefront, for the purpose of making the entitlements easier to identify when reading.</li> </ul>	<p>are entitled to 14 weeks' leave and secondary caregivers for these children are entitled to 4 weeks' leave.</p> <ul style="list-style-type: none"> <li>This policy sets out (among other matters): <ul style="list-style-type: none"> <li>that parental leave will apply to still birth and adoption, surrogacy, long-term foster care and kinship care;</li> <li>the definition of 'placement' for the purpose of the clause;</li> <li>return to work requirements for the purpose of accessing parental leave benefits;</li> <li>arrangements where an employee does not return to work after any previous period of parental leave, before taking another period of this leave.</li> </ul> </li> </ul>
Clause 8.4 Jury Leave	<ul style="list-style-type: none"> <li>No change.</li> </ul>	<ul style="list-style-type: none"> <li>This entitlement is unchanged from EPA 2022, which provides that employees summoned to jury service will continue to receive their salary for the duration of the jury service.</li> </ul>
Clause 8.5 Bereavement & Compassionate Leave	<ul style="list-style-type: none"> <li>The definition of 'spouse' has been updated to align with the Fair Work Act definition of 'de facto spouse' – to refer to <i>"in a relationship as a couple"</i> instead of husband, wife or same sex partner.</li> <li>Further updates to the clause clarify that in the case of stillbirth, employees may have an entitlement to parental leave under clause 8.3 of EPA 2025 in addition to paid compassionate leave.</li> </ul>	<ul style="list-style-type: none"> <li>As with EPA 2022, Bereavement Leave will not be bound by prescription. 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, household or a kinship relationship for Indigenous employees. Paid leave beyond 5 days may be approved on a case by case basis subject to Optus policy.</li> <li>As with EPA 2022, 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 an injury, that poses a serious threat to their life.</li> <li>EPA 2025 continues to provide compassionate leave of 2 days' paid leave where an employee or employee's spouse has a miscarriage before 12 weeks of pregnancy or where a child is stillborn (as defined by the NES), and would have been a member of an employee's immediate family member</li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
		<p>or a member of the employee's household. Optus will also 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.</p> <ul style="list-style-type: none"> <li>The definition of 'immediate family' includes 'kinship' for Indigenous employees.</li> </ul>
<b>Clause 8.6 Public Holidays</b>	<ul style="list-style-type: none"> <li>The clause has been amended to include the ability for Optus and employees to agree to substitute a public holiday. Employees and Optus were not able to do this under the EPA 2022. Optus does not propose to introduce this ability immediately but wishes to have the flexibility to do this in the future by introducing this clause into the EPA.</li> </ul>	<ul style="list-style-type: none"> <li>The clause provides that public holidays are dealt with in accordance with the NES. The NES defines public holidays to include those days or part-days declared or prescribed by the state or territory of the employee.</li> <li>The clause also provides that Optus may agree with an employee to substitute another day for a day that would otherwise be a public holiday under the NES.</li> </ul>
<b>Clause 8.7 Long Service Leave</b>	<ul style="list-style-type: none"> <li>Removal of the sentence that stated <i>"The terms and conditions of the Optus long service policy shall at all times be at the sole discretion of Optus"</i>. Optus considers this sentence to be unnecessary, and retains the ability to amend its policies outside of EPA 2025.</li> </ul>	<ul style="list-style-type: none"> <li>The substantive entitlement is unchanged from EPA 2022, which provides that entitlements will be in accordance with the <i>Long Service Leave Act 1955</i> (NSW), unless a more beneficial state or territory-based legislation applies.</li> <li>This means that unless a more beneficial entitlement applies, full time, part time and some casual employees receive 2 months' paid long service leave on completion of 10 years' continuous service and 1 month of paid long service leave on completion of 5 additional years' of continuous service.</li> <li>The clause also maintains the entitlement to take some long service leave at half pay, and to be paid long service leave in lieu in certain circumstances.</li> </ul>
<b>Clause 8.8 Carer's Leave</b>	<ul style="list-style-type: none"> <li>The clause has been updated to use 'NES' instead of 'national standards' when referring to the National Employment Standards under the Fair Work Act. This is because 'NES' is the defined term at clause 1 of the agreement.</li> </ul>	<ul style="list-style-type: none"> <li>Carer's Leave is available where an employee is unable to attend work requirements as a result of needing to provide short-term care to an ill member of their immediate family, or in an unexpected emergency affecting the immediate family member. This may be either paid or unpaid.</li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	<ul style="list-style-type: none"> <li>The definition of 'spouse' has been updated to align to the Fair Work Act definition of 'de facto spouse', to refer to <i>"in a relationship as a couple"</i> instead of husband, wife or same sex partner.</li> </ul>	<ul style="list-style-type: none"> <li>Optus recognises that not all significant people will fit the description of an immediate family member and will consider all requests in relation to close friends and family having regard to the individual circumstances.</li> </ul>
<b>Clause 8.9 Emergency Services Leave</b>	<ul style="list-style-type: none"> <li>No change.</li> </ul>	<ul style="list-style-type: none"> <li>The clause has not changed from EPA 2022.</li> <li>Emergency Services Leave provides that employees engaging in recognised voluntary emergency service organisations are entitled to 5 days at ordinary pay in each calendar year.</li> <li>The clause provides that an employee who has performed 3 continuous days of emergency services activity, to be granted an additional day of paid emergency services leave for the purposes of recovery.</li> </ul>
<b>Clause 8.10 Connected Days</b>	<ul style="list-style-type: none"> <li>Optus has increased the existing Connected Day offering from one day to two days of paid leave per calendar year and as a result, change the heading to "Connected Days".</li> <li>The formatting has been amended to clarify that permanent employees can take it in their first year of employment subject to the other limitations regarding probation and notice periods.</li> <li>Optus has also updated the reference from 'block time employees' to 'fixed term employees' in this clause.</li> </ul>	<ul style="list-style-type: none"> <li>A Connected Day is a day of paid leave for employees to connect with the things that they love and the things that matter to them, which may include anything from their culture, family, health, community or wellbeing. Under EPA 2025, Optus has increased the existing Connected Day offering from one day to two days of paid leave per calendar year.</li> <li>Full time, part time and fixed term employees engaged for a continuous period of 12 months or more are eligible to take a Connected Day.</li> <li>Employees must complete their probation period before taking a Connected Day, are not able to take it during their notice period and must notify their manager before taking the leave.</li> <li>Connected Days cannot be taken in part days.</li> <li>Unused Connected Days do not accumulate from year to year and are not paid out upon termination of employment.</li> <li>Eligible employees will be entitled to a total of two Connected Days' leave in respect of the 2025 calendar year.</li> </ul>



Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
<b>Clause 8.11 Purchased Leave</b>	<ul style="list-style-type: none"> <li>This clause has been moved from the annual leave clause and is substantially unchanged.</li> <li>This will reflect market practice that purchased leave schemes do not directly interact with an employee's annual leave entitlement and therefore consider it appropriate to more appropriately characterise it as a "Purchased Leave" entitlement.</li> </ul>	<ul style="list-style-type: none"> <li>Optus policies will provide 2 opportunities per year for full time and part time employees to purchase 2 weeks of leave (maximum of 4 weeks per year) to give employees flexibility to choose what suits their needs.</li> <li>Where an application to purchase leave is approved, the employee will forgo an equivalent amount of pay in return for additional leave.</li> </ul>
<b>Clause 8.12 Family and Domestic Violence Leave</b>	<ul style="list-style-type: none"> <li>Family and Domestic Violence Leave is dealt with in EPA 2022 clause 8.11. This has changed to clause 8.12.</li> <li>Optus has increased the number of paid family and domestic violence leave days to 20 days per year of service from the existing 10 days.</li> <li>The new agreement clarifies that casual and part time employees can access these paid leave provisions.</li> </ul>	<ul style="list-style-type: none"> <li>Optus recognises that providing paid leave enables those experiencing family and domestic violence to seek help, access support and seek safety.</li> <li>The clause provides for all employees to access 20 days of paid leave per year of service where leave from work is required for various purposes associated with the effects of family and domestic violence.</li> <li>This leave is available immediately at the start of employment and at each employment anniversary, and does not accumulate from year to year. Optus and employees may agree to further paid or unpaid leave for these purposes.</li> <li>Upon the commencement of EPA 2025, employees will receive a balance of 20 days for this leave type regardless of whether leave has been taken since their employment anniversary date.</li> </ul>
<b>Clause 8.12 of EPA 2022</b>	<ul style="list-style-type: none"> <li>Clause 8.12 of EPA 2022 provided that Optus would consider requests for paid or unpaid leave for Fostering and Kinship arrangements. This clause has now been deleted as Optus will now recognise these arrangements under Parental Leave (clause 8.3).</li> </ul>	N/A
<b>Clause 8.13 Defence Reserve Leave</b>	<ul style="list-style-type: none"> <li>Optus proposes to introduce a paid Defence Reserve Leave entitlement of up to 20 days per calendar year for full time and part time employees, for the purposes of serving in the Defence Force Reserves (including performing training). This will replace Optus' existing</li> </ul>	<ul style="list-style-type: none"> <li>This is a new entitlement under EPA 2025. The clause provides for paid Defence Reserve Leave of up to 20 days per calendar year for full time and part time employees, for the purposes of serving in the Defence Force Reserves.</li> <li>Leave in excess of 20 days for this purpose will be unpaid.</li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
	entitlement through leave policies of up to 10 days of Military Leave per calendar year for the same purpose	<ul style="list-style-type: none"> <li>• Paid Defence Reserve Leave does not accrue from year to year and is not paid out on termination of employment.</li> <li>• Eligible employees will receive up to a total of 20 days of paid Defence Reserve Leave (previously known as Military Leave) in respect of the 2025 calendar year.</li> </ul>
<b>Clause 8.14 Gender Affirmation Leave</b>	<ul style="list-style-type: none"> <li>• Change to clause numbering only.</li> </ul>	<ul style="list-style-type: none"> <li>• The clause is unchanged from EPA 2022. It provides for support for employees who would like to affirm their gender in the workplace. Optus' policy will provide for up to 4 weeks of paid leave for the purpose of an employee affirming their gender.</li> </ul>
<b>Clause 8.15 Blood Donation Leave</b>	<ul style="list-style-type: none"> <li>• Blood Donation Leave is dealt with in EPA 2022 clause 8.14. This has changed to clause 8.15.</li> <li>• Optus proposes to increase the total amount of leave employees can access for the purpose of donating blood: <ul style="list-style-type: none"> <li>○ from a total of 8 hours per calendar year to a total of 16 hours; and</li> <li>○ from up to 2 hours per occasion, to up to 4 hours per occasion.</li> </ul> </li> <li>• There is no longer a maximum amount of occasions this leave type can be requested, and the only limitations are the amount of hours per calendar year and hours per occasion (stated above).</li> </ul>	<ul style="list-style-type: none"> <li>• Optus recognises that blood donations are truly lifesaving for many people across Australia and want to ensure our people are actively encouraged to participate in donating where it is appropriate for them to do so.</li> <li>• EPA 2025 provides for full or part time employees to request up to 4 hours of paid leave per occasion for the purposes of supporting the community through blood, platelet or plasma donations through the Australian Red Cross Lifeblood Service, up to a total of 16 hours per calendar year.</li> <li>• Eligible employees will receive up to a total of 16 hours Blood Donation Leave in respect of the 2025 calendar year.</li> <li>• This will provide employees with greater flexibility to participate in this activity.</li> </ul>
<b>Clause 8.16 Other Leave</b>	<ul style="list-style-type: none"> <li>• Change to clause numbering only.</li> </ul>	<ul style="list-style-type: none"> <li>• This clause has not changed from EPA 2022.</li> <li>• The clause provides that Optus will consider requests for leave for other purposes. Where such leave is granted, it may be granted in Optus' sole discretion as either paid or unpaid leave.</li> </ul>
<b>Clause 8.17 Paid Leave Defined</b>	<ul style="list-style-type: none"> <li>• Change to clause numbering only.</li> </ul>	<ul style="list-style-type: none"> <li>• This clause provides that for the "Leave Provisions" section of EPA 2025, the rate for any paid leave shall be at: <ul style="list-style-type: none"> <li>○ the employee's ordinary hours rate of remuneration, or</li> </ul> </li> </ul>



Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
		<ul style="list-style-type: none"> <li>the greater of what is provided for by an Optus policy or applicable law.</li> </ul>
<b>Clause 8.18 Effect of Unpaid Leave</b>	<ul style="list-style-type: none"> <li>Clause has been updated to clarify it operates subject to applicable law, so that where legislation affects the impact of unpaid leave on an employee's service, the legislation applies and may affect the operation of this clause (for example, long service leave legislation).</li> </ul>	<ul style="list-style-type: none"> <li>Approved unpaid leave which extends for more than 5 consecutive working days shall not count as service for any purpose under EPA 2025 or relevant legislation, but shall not break continuity of employment.</li> </ul>
<b>9 Issue Prevention &amp; Resolution</b>	<ul style="list-style-type: none"> <li>No change.</li> </ul>	<ul style="list-style-type: none"> <li>The clause outlines the process for resolution of employee issues and is unchanged from EPA 2022.</li> <li>The clause refers employees to Appendix B of the proposed EPA 2025 for preventing and settling disputes arising under proposed EPA 2025.</li> <li>This clause provides that Optus and employees agree that during any dispute, no employees will fail to perform their duties, or perform their duties in a way which causes disruption to the operations of Optus' network and facilities and customer service functions.</li> </ul>
<b>10 Training</b>	<ul style="list-style-type: none"> <li>No change.</li> </ul>	<ul style="list-style-type: none"> <li>This clause is unchanged from EPA 2022.</li> <li>The clause sets out Optus' commitment to ongoing and relevant training for the development of Optus employees.</li> </ul>
<b>11 Work Environment</b>	<ul style="list-style-type: none"> <li>No change.</li> </ul>	<ul style="list-style-type: none"> <li>This clause is unchanged from EPA 2022.</li> <li>The clause acknowledges Optus' commitment to providing a working environment which is free of harassment and unlawful discrimination and to ensure that the working environment is both safe and healthy.</li> </ul>
<b>12 Workers' Compensation</b>	<ul style="list-style-type: none"> <li>No change.</li> </ul>	<ul style="list-style-type: none"> <li>This clause is unchanged from EPA 2022.</li> <li>The clause provides that Optus will pay the difference between payments received under the workers' compensation legislation and the employee's salary up to a maximum of 52 weeks from the date of injury, subject to the</li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
		employee's full participation in any approved return to work program.
<b>Appendix A</b>  <b>Minimum Rates</b>	<ul style="list-style-type: none"> <li>The tables in this clause have been updated to include the new minimum rates for each classification.</li> <li>References to the P1-4 Singtel grades in each classification stream have been removed as these have no application within Optus and are not relevant.</li> </ul>	<ul style="list-style-type: none"> <li>This clause has been updated to increase the minimum rates from EPA 2022 to reflect the current minimum rates applicable under each grade as a result of adjustments made during the term of EPA 2022.</li> <li>This clause outlines the minimum rates applicable for each grade along with a sample of the job groupings that exist across each level.</li> <li>The classifications are split into three job classifications, each with their own job groupings and partial exemptions.</li> <li>This clause guarantees the minimum rate applicable for an employee's grade.</li> <li>During the life of the agreement the minimum rates will be adjusted each year on 1 July by the mechanism set out in clause 7.2(h).</li> <li>Employees will continue to be able to receive over agreement rates of pay in accordance with Optus' remuneration framework as it operates today.</li> <li>As was the case under EPA 2022, Retail Sales Associates are able to be employed on a commission-based remuneration structure in certain circumstances. Where this occurs and an employee's minimum rate is less than that provided in EPA 2025, Optus will employ that person under the Commission Based Sales roles set out in Appendix A(iii) rather than under the Retail Sales Associate job grouping in Appendix A(ii).</li> <li>The rates of pay in proposed EPA 2025 are significantly higher than the Award rates of pay. A comparison of the proposed EPA 2025 minimum rates and the current Award minimum rates (as at 1 July 2024) is set out below:</li> </ul>

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?			
		<b>Optus Grade</b>	<b>EPA 2025 Minimum rate</b>	<b>Award Minimum rate</b>	<b>Difference</b>
		<b>Engineering &amp; Technical Services</b>			
		14	\$123,798	\$89,649	38.09%
		13	\$107,289	\$84,030	27.68%
		12	\$96,488	\$76,936	25.41%
		11	\$83,347	\$67,993	22.58%
		10	\$72,030	\$60,849	18.37%
		9	\$65,845	\$57,151	15.21%
		8	\$60,900	\$53,680	13.45%
		7	\$54,458	\$49,223	10.64%
		6	\$49,057	\$46,512	5.47%
		<b>Customer Service and General Support</b>			
		13	\$107,289	\$84,030	27.68%
		12	\$96,488	\$75,567	27.69%
		11	\$83,347	\$64,696	28.83%
		10	\$72,030	\$60,849	18.37%
		9	\$65,845	\$57,151	15.21%
		8	\$60,900	\$53,680	13.45%
		7	\$54,458	\$49,223	10.64%
		6	\$49,057	\$46,512	5.47%
		<b>Commission Based Sales</b>			
		13	\$107,289	\$84,030	27.68%
		12	\$96,488	\$75,567	27.69%
		11	\$83,347	\$64,696	28.83%

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?			
		10	\$72,030	\$60,849	18.37%
		9	\$65,845	\$57,151	15.21%
		8	Reserved	Reserved	Reserved
		7	Reserved	Reserved	Reserved
		6	Reserved	Reserved	Reserved
<b>Appendix B</b>  <b>Issue Prevention and Resolution</b>	<ul style="list-style-type: none"> <li>References to 'Human Resources' have been changed to 'People and Culture' to reflect the name of this team internally.</li> <li>The clause has been updated to use 'NES' instead of 'national standards' when referring to the National Employment Standards under the Fair Work Act.</li> <li>Stage 3 has been amended to specify that an employee has the right to seek assistance through direct consultation with Optus People and Culture management. The change at Stage 3 also clarifies that employees can be represented at all stages of the process and not just at Stage 3.</li> </ul>	<ul style="list-style-type: none"> <li>The clause sets out the procedure for resolving disputes between an employee and Optus by ensuring that any issues are dealt with cooperatively and using open communication.</li> <li>This procedure is initially internal. Once the internal steps are exhausted, the issue can be referred to an agreed private mediator or arbitrator, or, failing agreement, to the Fair Work Commission.</li> <li>An employee can be represented for the purposes of the issue prevention and resolution steps at all stages.</li> </ul>			
<b>Appendix C</b>  <b>Workplace Delegates' Rights</b>	<ul style="list-style-type: none"> <li>A new appendix (Appendix C) incorporates clauses 30A.2 – 30A.9 of the Optus Award 2015 relating to Workplace Delegates Rights into the agreement.</li> </ul>	<ul style="list-style-type: none"> <li>From 1 July 2024, new enterprise agreements must include a delegates' rights term. This term provides for the exercise of the rights of workplace delegates.</li> <li>EPA 2025 incorporates the delegates' rights term under the Award, as varied from time to time and provides that if clauses or subclauses are removed from the Award, then the delegates rights term (or relevant subclauses of it) will cease to be incorporated into EPA 2025.</li> <li>The Award currently provides:                         <ul style="list-style-type: none"> <li>a workplace delegate must notify Optus of their appointment before exercising these rights and if they case to be a workplace delegate within 14 days;</li> <li>workplace delegates may represent employees who wish to be represented for consultation about major workplace change or changes to rosters or hours of work, resolution of disputes, disciplinary processes,</li> </ul> </li> </ul>			

Clause No. Title	What has changed in this clause?	Explanation and what does this mean for me?
		<p>enterprise bargaining in some circumstances and any other process in policy or EPA 2025 which provides for representation;</p> <ul style="list-style-type: none"> <li>○ workplace delegates may communicate with employees, for the purpose of representing their interests, during working hours, work breaks or before or after work;</li> <li>○ Optus must now provide workplace delegates with a room for discussion, certain facilities and means of communication. Optus is not required to provide access if it does not have the facility, it is impractical to provide at the time or in the manner it is sought or if Optus is unable to obtain access after taking reasonable steps;</li> <li>○ workplace delegates receive up to 5 days' paid training related to representation of the industrial interest of employees in their first year and 1 day per subsequent year, for 1 delegate per 50 employees covered by the EPA 2025. Workplace delegates must provide not less than 5 weeks' notice of the dates and provide evidence of their attendance; and</li> <li>○ workplace delegates must comply with their duties as an employee, comply with Optus' policies, not prevent the normal performance of work and not prevent employees from exercising their right to freedom of association.</li> </ul> <ul style="list-style-type: none"> <li>• The Award clause (clause 30A) can be found on the <a href="#">EPA page</a>. A link to this clause can also be found at: <a href="https://library.fairwork.gov.au/award/?krm=MA000133#_Toc176192138">https://library.fairwork.gov.au/award/?krm=MA000133#_Toc176192138</a></li> </ul>

## Relationship to the Optus Award 2015

The [Optus Award 2015 \(Award\)](#) is a modern enterprise award and is the instrument that would otherwise apply to employees if no enterprise agreement (i.e. an EPA) was in place. If the proposed Optus Employment Partnership Agreement (2025) (**EPA 2025**) is voted up by a valid majority of employees, and subsequently approved by the Fair Work Commission (**FWC**), the Award will not apply to you as long as EPA 2025 applies.

As explained earlier in this Information Pack, as part of the agreement approval steps, the FWC is required to assess the proposed EPA 2025 to make sure it meets the legal requirements set out under the *Fair Work Act 2009* (Cth) (**Fair Work Act**).

This includes ensuring that the proposed EPA 2025 passes the better off overall test. This test involves checking that each employee (and reasonably foreseeable employee) would be better off overall if the proposed EPA 2025 applied to the employee than if the relevant modern award applied to the employee. In this case, the test will compare the proposed EPA 2025 against the Award to ensure employees are better off overall.

Changes in the Award since EPA 2022 was made are set out below for your information:

Award Clause and Change		Differences in entitlements in EPA 2025 and other terms and conditions compared with the Award since EPA 2022
Clause 3.1	Definitions and Interpretation	<p>The definition of 'casual employee' changed under the Fair Work Act on 26 August 2024.</p> <p>The definition of 'casual employee' in the Award was subsequently updated with a note clarifying the effect of the change in the definition.</p> <p>In particular, a clause was added to the Award to state:</p> <p><i>“NOTE: Section 15A of the Act was amended with effect from 26 August 2024. Under clause 102(3) of Schedule 1 to the Act, an existing employee who was a casual employee of an employer under section 15A as it was immediately before that date is taken to be a casual employee of the employer for the purposes of section 15A after that date”.</i></p> <p>The EPA 2025 reflects the new definition of a 'casual employee'. There is no material difference in the Award and EPA 2025 provision.</p>

Award Clause and Change		Differences in entitlements in EPA 2025 and other terms and conditions compared with the Award since EPA 2022
Clause 8.7	Changes to casual employment status	<p>Amendments to this clause of the Award have been made to specify that:</p> <ul style="list-style-type: none"> <li>A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES.</li> <li>Disputes about changes to casual employment status may be dealt with under the Fair Work Act and/or under the Award.</li> </ul> <p>EPA 2025 confirms that a casual employee may be entitled to change to full time or part time employment in accordance with the Fair Work Act.</p>
Clause 12A	Employee right to disconnect	<p>The Fair Work Commission added a right to disconnect clause to all awards on 26 August 2024.</p> <p>The proposed EPA 2025 does not include an employee right to disconnect clause - obligations in relation to an employee's right to disconnect will apply as a matter of law under the Fair Work Act.</p> <p>Under the Fair Work Act, employees have the right to refuse contact outside their working hours unless that refusal is unreasonable. This means an employee can refuse to monitor, read or respond to contact or attempted contact from an employer or a third party, unless the refusal is unreasonable.</p> <p>When working out whether an employee's refusal is unreasonable, the following factors must be considered:</p> <ul style="list-style-type: none"> <li>the reason for the contact</li> <li>how the contact is made and how disruptive it is to the employee</li> <li>how much the employee is compensated or paid extra for:               <ul style="list-style-type: none"> <li>being available to perform work during the period they're contacted, or</li> <li>working additional hours outside their ordinary hours of work</li> </ul> </li> <li>the employee's role in the business and level of responsibility</li> <li>the employee's personal circumstances, including family or caring responsibilities</li> <li>other relevant matters</li> </ul> <p>It will be unreasonable for an employee to refuse to read, monitor or respond if the contact or attempted contact is required by law.</p> <p>Under the Fair Work Act, employees can seek to resolve a dispute about the right to disconnect at a workplace level, and apply to the Fair Work Commission to have it deal with the dispute.</p>

Award Clause and Change		Differences in entitlements in EPA 2025 and other terms and conditions compared with the Award since EPA 2022
Clause 25	Parental Leave	<p>Parental Leave under the Award is provided for in the NES.</p> <p>Since EPA 2022, the parental leave provisions under the NES have changed.</p> <p>The changes under the NES (and therefore the Award) can be summarised as follows:</p> <ul style="list-style-type: none"> <li>• Flexible Unpaid Parental Leave: employees can now take up to 100 days of their 12 month unpaid parental leave entitlement flexibly within 24 months following the birth or adoption of their child, an increase from the previous 30 day allowance. Employees can also now take flexible unpaid parental leave before or after continuous unpaid parental leave (previously, only after).</li> <li>• Concurrent Leave: The previous restriction limiting employees to a maximum of 8 weeks of concurrent unpaid parental leave with their partner has been removed. Now, both parents can take up to 12 months of unpaid parental leave simultaneously at any point within 24 months of their child's birth or placement.</li> <li>• They can also now each request an extension of up to 12 months beyond the initial 12 month period.</li> </ul> <p>Optus' Parental Leave benefits are in addition to the NES entitlements and under the proposed EPA 2025 will include the ability to access paid parental leave of up to 16 weeks pay and superannuation, subject to an employee returning to work after any previous period of parental leave, on paid parental leave and up to 36 weeks of unpaid parental leave taken before the child/children's first birthday or 12 months from the date of placement.</p>
Clause 30A	Workplace delegates' rights clause	<p>The proposed EPA 2025 incorporates the 'Workplace delegates' rights' clause at 30A of the Award.</p> <p>If the Award is updated in future (including the removal of the clause), the EPA 2025 term will automatically be updated and reflective of the change in the Award.</p>
Schedule D	Minimum Wages	<p>The minimum rates for each classification have increased under the Award since EPA 2022.</p> <p>As set out earlier in this Information Pack, the differences in the EPA 2025 rates and the current Award minimum rates (as at 1 July 2024) are set out below:</p>



Award Clause and Change		Differences in entitlements in EPA 2025 and other terms and conditions compared with the Award since EPA 2022			
		<b>Optus Grade</b>	<b>EPA 2025 Minimum rate</b>	<b>Award Minimum rate</b>	<b>Difference</b>
		<b>Engineering &amp; Technical Services</b>			
		14	\$123,798	\$89,649	38.09%
		13	\$107,289	\$84,030	27.68%
		12	\$96,488	\$76,936	25.41%
		11	\$83,347	\$67,993	22.58%
		10	\$72,030	\$60,849	18.37%
		9	\$65,845	\$57,151	15.21%
		8	\$60,900	\$53,680	13.45%
		7	\$54,458	\$49,223	10.64%
		6	\$49,057	\$46,512	5.47%
		<b>Customer Service and General Support</b>			
		13	\$107,289	\$84,030	27.68%
		12	\$96,488	\$75,567	27.69%
		11	\$83,347	\$64,696	28.83%
		10	\$72,030	\$60,849	18.37%
		9	\$65,845	\$57,151	15.21%
		8	\$60,900	\$53,680	13.45%
		7	\$54,458	\$49,223	10.64%
		6	\$49,057	\$46,512	5.47%
		<b>Commission Based Sales</b>			
		13	\$107,289	\$84,030	27.68%
		12	\$96,488	\$75,567	27.69%
		11	\$83,347	\$64,696	28.83%

Award Clause and Change		Differences in entitlements in EPA 2025 and other terms and conditions compared with the Award since EPA 2022				
		10	\$72,030	\$60,849	18.37%	
		9	\$65,845	\$57,151	15.21%	
		8	Reserved	Reserved	Reserved	
		7	Reserved	Reserved	Reserved	
		6	Reserved	Reserved	Reserved	