Fair Work Commission

# About the Form F17B declaration

## Employer's declaration in support of an application for approval of a single-enterprise agreement (other than a greenfields agreement) – notification time on or after 6 June 2023

### When to use this form

Enterprise agreements are agreements made at the enterprise level that contain terms and conditions of employment.

The Fair Work Commission (the Commission) assesses and approves enterprise agreements (agreements). It can also assist in the process of making agreements and can deal with disputes arising under an agreement. Before the Commission can approve an agreement, it must be satisfied that the agreement meets the requirements for approval set out in the Fair Work Act 2009, including that the employees will be 'better off overall' under the agreement than they would be if the relevant award applied.

This form provides information to assist the Commission to determine whether to approve an enterprise agreement.

**Giving false or misleading information is a serious offence.**

A person who knowingly gives false or misleading information or knowingly produces a false or misleading document in support of an application for approval of an enterprise agreement is guilty of an offence, the punishment for which is imprisonment for up to 12 months – see s.137.1 and s.137.2 of the *Criminal Code*.

This form can be used if:

- a Form F16 – Application for approval of an enterprise agreement (other than a greenfields agreement) has been or is being lodged with the Commission
- the agreement is single-enterprise agreement (other than a greenfields agreement), and
- the notification time for the agreement was **on or after 6 June 2023.**

If the notification time for an enterprise agreement (other than a greenfields agreement) is **before 6 June 2023**, you will need to complete Form F17A.

If the agreement is a multi-enterprise agreement (other than a greenfields agreement) with a notification time **on or after 6 June 2023**, you will need to complete Form F17C.

### When is the notification time?

The notification time is when bargaining for the enterprise agreement started. Changes were made to the *Fair Work Act 2009* in relation to bargaining on 6 June 2023. Bargaining starts when:

- the employer agrees to bargain, or initiates bargaining, for the agreement
- the employer receives a request to bargain under s.173(2A) of the Fair Work Act in relation to the agreement
- a majority support determination in relation to the agreement comes into operation
- a scope order in relation to the agreement comes into operation
- a supported bargaining authorisation or single interest employer authorisation in relation to the agreement that specifies the employer comes into operation (from 6 June 2023 only), or
- a low-paid authorisation in relation to the agreement that specifies the employer comes into operation (before 6 June 2023 only).

## Who can use this form

Use this form if you are an employer that is covered by the agreement (or an officer or authorised employee completing this form for an employer).

## What is covered in this form

Part 1 – Details of the employer, employees and the agreement

Part 2 – The better off overall test and National Employment Standards

    Part 2.1 – The better off overall test

    Part 2.2 – The National Employment Standards

Part 3 – Pre-approval steps

    Part 3.1 – Notification time

    Part 3.2 – Giving notice of employee representational rights

    Part 3.3 – Providing employees with a reasonable opportunity to consider the agreement

    Part 3.4 – Explaining the terms of the agreement

    Part 3.5 – Providing employees with a reasonable opportunity to vote on the agreement in a free and informed manner

    Part 3.6 – Sufficient interest and sufficiently representative

    Part 3.7 – Voting on the agreement

## What you may need when completing this form

When completing this form, you will be required to provide information about the agreement and the steps taken before it was approved. To assist you in answering these questions, it would be useful to have available:

- a copy of any material provided to employees about the agreement, such as explanatory material and a copy of the notice of employee representational rights (NERR)
- records of the dates and steps that were taken during the bargaining process, such as details provided to employees about when and how the vote was to occur
- a copy of the agreement
- a copy of the relevant modern award/s for comparison with the agreement.

## How to lodge and serve your completed form

1. **Within 14 days** after the day on which the agreement is made, you must lodge with the Commission:

☒ This declaration **and**

☒ A copy of the notice of employee representational rights (NERR) (see question 19) **and**

☒ Copies of any materials used to explain to employees the terms of the agreement and the effect of those terms (see question 22) **and**

☒ Copies of any materials used to give that explanation to employees in an appropriate manner taking into account their particular circumstances and needs. For example, this could be because employees are from culturally and linguistically diverse backgrounds, are young, or unrepresented (see question 24) **and**

☒ Copies of any materials provided to employees to inform them of the time and place at which the vote was to occur and the voting method to be used (see question 25) **and**

☒ A correctly signed copy of the agreement, including:

  - Employer signature, with full name, address and an explanation of their authority to sign the agreement
  - Employee representative signature with full name, address and an explanation of their authority to sign the agreement

If you are lodging this form at the same time as the Form F16, you can use the Commission's Online Lodgment Service. Alternatively, you can lodge:

- by email to lodge@fwc.gov.au

- by post or in person at the Commission office in your state or territory, either at the same time as the Form F16 or separately.

2. **As soon as practicable** after lodging , you must **serve** a copy of **all documents lodged with the Commission** on:
   - each other employer that is covered by the agreement **and**
   - each employee organisation that was a bargaining representative **and**
   - any other bargaining representative appointed by employees of whom you are aware.

   You can serve documents several ways, including by email, express post or registered post.

3. **As soon as practicable** after the form F16 application is lodged, each employer that will be covered by the agreement must notify its employees who will be covered by the agreement that an application has been made to the Commission for approval of the agreement. Employees must be notified through the employer's usual means for communicating with its employees.

## What happens next

After you have lodged this declaration and the accompanying documents, the Commission will undertake an assessment of the agreement on the information and material provided. For more information, please refer to the Approval of enterprise agreements section of our website.

## Where to get help

### Commission staff & resources

Commission staff cannot provide legal advice. However, staff can give you information on:

- Commission processes
- how to make an application to the Commission
- how to fill out forms
- where to find useful documents such as legislation and decisions
- other organisations that may be able to assist you.

The Commission's website www.fwc.gov.au also contains a range of information that may assist.

### Throughout this form

This icon appears throughout the form to indicate an important action.

This icon appears throughout the form where information has been included to help you complete the form.

You will find further useful information in the Information Sheet at the end of this form.

# Form F17B – Employer's declaration in support of an application for approval of a single-enterprise agreement (other than a greenfields agreement) – notification time on or after 6 June 2023

Fair Work Act 2009, s.185; Fair Work Commission Rules 2024, rule 32, rule 36 and Schedule 1

This is a declaration in support of an application to the Fair Work Commission for approval of an enterprise agreement under Part 2-4 of the Fair Work Act 2009.

| | |
|---|---|
| I, | Amanda Jung |

[insert name of person making the declaration]

| |
|---|
| 1 Lyonpark Road |

[insert postal address of person making the declaration]

| | | |
|---|---|---|
| Macquarie Park | NSW | 2113 |
| [insert suburb] | [insert state or territory] | [insert postcode] |

| |
|---|
| Senior Director – Employee Relations and Policy |

[insert occupation of person making the declaration]

declare that:

## Part 1 – Details of the employer, employees and the agreement

In this section, you will need to provide preliminary details about the agreement, and the employer and employees covered by the agreement.

**1 What is the name of the employer?**

| | |
|---|---|
| Legal name of employer | Optus Retailco Pty Ltd |
| Employer's ACN (if a company) | 092 221 406 |
| Employer's trading name or registered business name (if applicable) | Optus |

| | |
|---|---|
| Employer's ABN | 80 092 221 406 |

**2 What is the name of the agreement?**

Write the name exactly as it appears in the title clause of the agreement.

Optus Retail Agreement 2026

**3 What is the primary activity of the employer?**

For example educational facility, plumbing contractor, steel fabricator, etc.

Retailer of telecommunication products and services

**4 Does the agreement cover all the employees of the employer?**

See s.186(3) and s.186(3A) of the Fair Work Act 2009. The Commission must be satisfied that the group of employees covered by the agreement was fairly chosen.

☒ Yes

☐ No

If you answered **No** – What group of employees is covered by the agreement and what group of employees is not covered? Explain why you think the Commission should be satisfied that the group covered was fairly chosen. If relevant, describe how the group of employees covered is geographically, operationally or organisationally distinct.

**5 Tick the relevant boxes for the states or territories this agreement will be operating in.**

The information provided in response to questions 5 and 6 is necessary for the Commission to assess whether the employer took all reasonable steps to ensure that the terms of the agreement, and the effect of those terms, were explained to the relevant employees and the explanation was provided in an appropriate manner taking into account the particular circumstances and needs of the relevant employees.

In addition, this information is collected to comply with the statutory reporting obligations in section 653 of the Fair Work Act 2009 and to be provided to the Attorney-General's Department for inclusion in the Department's Workplace Agreements Database.

☒ Australian Capital Territory

☒ New South Wales

☒ Northern Territory

☒ Queensland

☒ South Australia

☒ Tasmania

☒ Victoria

☒ Western Australia

☐ An external territory

**6 Of the employees covered by this agreement, how many employees are in the following demographic groups?**

| **Demographic group** | **Number of employees** |
|---|---|
| Female | 935 |
| Non-English speaking background | Unable to identify (but noting English language skills are a requirement for the role, given the employees are customer facing in retail stores) |
| Aboriginal or Torres Strait Islander | Unable to identify |
| Disabled | Unable to identify |

| Demographic group | Number of employees |
|---|---|
| Part-time | 752 |
| Casual | 755 |
| Under 21 years of age | 423 |
| Over 45 years of age | 67 |

**7 List the full name(s) of all collective agreement(s) that currently apply to any employees covered by this agreement.**

Provide any identifying information about the current collective agreement(s) that you can, such as the ID number, date approved or matter number.

If a supported bargaining agreement or single interest employer agreement currently applies to any employees covered by this agreement, also provide:

- the nominal expiry date of the supported bargaining agreement or single interest employer agreement, and
- a description of the employees that the supported bargaining agreement or single interest employer agreement applies to.

Name of agreement: Optus Retail Agreement 2023

Approval decision:

Matter Number: AG2023/1351

Matter Name: AE520124

Document Reference: PR762503

Date of Commissioner's decision: 25 May 2023

Commission Member: Deputy President Dean

Decision regarding variation of the Optus Retail Agreement 2023

Matter Number: AG2024/3114

Matter Name: AE520124

Document Reference: PR778518

Date of Commissioner's decision: 27 August 2024

Commission Member: Deputy President Dean

## Part 2 – The better off overall test and National Employment Standards

This section requires you to answer questions about how the enterprise agreement compares to the modern award/s that cover the employer and employees covered by the agreement, and how the agreement interacts with the National Employment Standards in the *Fair Work Act 2009*.

If a supported bargaining agreement or single interest employer agreement currently applies to any employees covered by the agreement, each reference in Part 2.1 to 'the modern award(s)' should be taken to be a reference to 'the modern award(s) and the supported bargaining agreement or single interest employer agreement'.

This is important for the Commission to be able to determine whether or not your agreement satisfies the legislative requirements for approval.

Please attach any supporting material you wish to include in your application.

### Part 2.1 – The better off overall test

See s.186(2)(d) and s.193 of the Fair Work Act 2009.

The *better off overall test* requires the Commission to be satisfied, as at the time the application for approval of the agreement by the Commission was made, that each award covered employee, and each reasonably foreseeable employee would be better off overall under the agreement than under the relevant modern award.

If the agreement covers one or more employees to whom a supported bargaining agreement or a single interest employer agreement applies (*old agreement employees*), then in respect of the old agreement employees the Commission must instead be satisfied, as at the time the application for approval of the agreement by the Commission was made, that each old agreement employee would be better off overall under the agreement than under the supported bargaining agreement or single interest employer agreement.

**8 List the modern award(s), if any, that cover the employer and any of the employees covered by the agreement.**

You should include the MA number for each award. You can find the MA number on the modern awards list page on the Commission's website.

General Retail Industry Award 2020 (MA000004)

**9 Match all the employee classifications in the agreement to the classifications in the modern award(s) listed in your answer to question 8.**

For each modern award, use the following table to identify how the classifications in the agreement correspond to the classifications in the modern award. Please ensure that all classification descriptions and rates contained in the agreement are compared to the equivalent classification descriptions and rates in the relevant modern award(s). Please include any trainee, apprentice or junior classifications.

| | |
|---|---|
| Name of modern award: | General Retail Industry Award 2020 |
| Classification in agreement | Corresponding classification in modern award |
| Retail Consultant | Retail Employee Level 1 |
| Specialist Retail Consultant | Retail Employee Level 3 |
| Assistant Store Manager | Retail Employee Level 4 |
| Store Manager 1, 2 and 3 | Retail Employee Level 6 |

Attach additional tables if there is more than one modern award.

**Improvements and reductions**

Your answers to questions 10-14 (inclusive) should indicate whether all or only some of the employees are affected and, if only some employees are affected, identify the groups of employees affected. Include relevant clause numbers.

You may provide a consolidated response to questions 10–14 in a separate attachment.

**10 Does the agreement contain any terms or conditions of employment that are more beneficial than equivalent terms and conditions in the modern award(s) listed in your answer to question 8?**

☒ Yes

☐ No

If you answered **Yes** – List the terms and conditions of the agreement that are **more beneficial** than equivalent terms and conditions in the modern award(s).

Please see **Attachment A.**

In addition, we have also included a comparison of rates. Please see **Attachment F**.

**11 Does the agreement provide any entitlements that the modern award(s) listed in your answer to question 8 do not provide?**

☒ Yes

☐ No

If you answered **Yes** – List the entitlements provided by the agreement that are **not provided** by the modern award(s).

Please see **Attachment B.**

**12 Does the agreement contain any terms or conditions of employment that are less beneficial than equivalent terms and conditions in the modern award(s) listed in your answer to question 8?**

☒ Yes

☐ No

If you answered **Yes** – List the terms and conditions of the agreement that are **less beneficial** than equivalent terms and conditions in the modern award(s).

Please see **Attachment C.**

**13 Does the agreement omit any entitlements that the modern award(s) listed in your answer to question 8 provide?**

☒ Yes

☐ No

If you answered **Yes** – List the entitlements provided by the modern award(s) that are **omitted** by the agreement.

Please see **Attachment D.**

**14 Does the agreement contain any terms or conditions of employment different to those under the modern award(s) listed in your answer to question 8, which you have not already identified in your answers to questions 10 to 13?**

☒ Yes

☐ No

If you answered **Yes** – List these terms and conditions.

Please see **Attachment E.**

**15 Is the employer of the view that the agreement passes the better off overall test?**

See s.193A(3) of the Fair Work Act 2009. The Commission must give consideration to any views relating to whether the agreement passes the better off overall test that have been expressed by:

- the employer or employers that are covered by the agreement
- the award covered employees for the agreement
- if the agreement covers one or more employees to whom a supported bargaining agreement or a single interest employer agreement applies–those employees, and
- a bargaining representative for the agreement.

☒ Yes

☐ No

Referring to your answers to questions 8 to 14, explain why the employer is of the view the agreement does or does not pass the better off overall test.

Having regard to the terms and conditions of the 2026 Agreement, employees covered by the 2026 Agreement will be entitled to a significant number of more beneficial terms when compared to the equivalent provisions in the Award including:

- minimum rates of pay are 5% to up to 70% higher than the Award rates (Attachment F);
- in the event of a redundancy, full-time and part-time employees are entitled to 4 weeks' Base Salary for the first completed year of service, 3 weeks' Base Salary for each subsequent completed year, an additional week for employees with more than 10 years' service, and a cap of 50 weeks' remuneration;
- junior employees are paid full adult rates rather than junior rates;
- part-time employees are guaranteed a minimum of 5 hours work per week;
- full-time employees working outside the span of ordinary hours as part of their 38 ordinary hours receive overtime as well as accruals of entitlements as with ordinary hours;
- full-time and part-time employees are eligible to participate in an incentive plan where they will be able to receive incentive payments if certain targets are achieved - the 'on-target' amount is 15% of base salary;
- top up workers' compensation payments to an employee's full salary for up to 52 weeks subject to participation in any approved return to work program;
- minimum payment provision of one hour for excess travel time rather than just payment based on actual excess travel time under the Award;

Further, the 2026 Agreement provides a significant suite of enhanced leave and leave-related entitlements when compared to the Award, including:

- up to 16 weeks of paid parental leave (pro-rated for part-time employees), regardless of caregiver status (primary or secondary carer) compared to the Award which does not provide for paid parental leave entitlements. Subject to an employee returning to work after a previous period of parental leave, Optus Retail will make superannuation contributions to an employee on unpaid leave before the child's first birthday or 12 months from date of placement, up to a maximum of 36 weeks' leave. The Award does not provide for this.
- enhanced bereavement and compassionate leave, including 5 days of paid leave on each occasion where an immediate family or household member passes away, or experiences a stillbirth or miscarriage between 12 and 20 weeks of pregnancy, and 2 days of paid compassionate leave where an immediate family or household member suffers a life-threatening illness or injury, which poses a serious threat to their life, including in connection with stillbirth or miscarriage before 12 weeks of pregnancy; together with an expanded definition of immediate family which includes members of the employee's household and, for Indigenous employees, kinships;

- 2 days of paid Connected Day leave per calendar year for eligible permanent full-time, part-time and qualifying fixed-term employees;
- up to 4 weeks of paid gender affirmation leave;
- up to 16 hours of paid blood donation leave per calendar year for full-time and part-time employees, to be used for blood, platelet or plasma donations through the Australian Red Cross Lifeblood Service, up to a maximum of 4 hours per occasion
- the ability for full-time and part-time employees to seek a career break and/or leave without pay without severing their continuous service;
- 2 opportunities for employees to seek approval to purchase additional leave by sacrificing part of their pay over a period of time;
- 20 calendar days of paid Defence Reserve leave per calendar year, together with additional unpaid absences for eligible defence service;
- up to 3 days of paid Natural Disaster leave for each eligible natural disaster for full-time and part-time employees unable to attend work because of events such as bushfire, flood or cyclone;
- unpaid examination leave, subject to notice requirements;
- full-time and part-time employees receive their salary for the full duration of jury attendance rather than only the NES minimum duration;
- up to 5 days of paid emergency services leave in a 12 month period, with an additional recovery day for every 3 continuous days of emergency services activities; and
- up to 20 days per year of service of paid family and domestic violence leave for all employees, inclusive of the NES entitlement.

When the terms of the 2026 Agreement are considered in totality, Optus Retail is of the view that employees are better off overall under the 2026 Agreement and that the Agreement passes the better off overall test under the Fair Work Act 2009.

Only answer question 16 if the employer is of the view that the agreement does not pass the better off overall test.

**16 If the employer is of the view that the agreement does not pass the better off overall test, are there exceptional circumstances the Commission should consider when deciding whether approving the agreement would not be contrary to the public interest?**

See s.189 of the Fair Work Act 2009 sets out when the Commission may approve an enterprise agreement that does not pass the better off overall test.

☐ Yes

☐ No

If you answered **Yes** – Explain what the exceptional circumstances are:

## Part 2.2 – The National Employment Standards

See Part 2-2 and s.186(2)(c) of the Fair Work Act 2009.

The National Employment Standards are minimum employment entitlements that have to be provided to all employees. Agreements cannot exclude or provide for conditions that are less than the National Employment Standards.

**17 List all clauses of the agreement that deal with the matters contained in the National Employment Standards (NES) and whether they exclude or provide a less beneficial entitlement when compared with the NES**

| National Employment Standard | Agreement clause(s) | Does this clause exclude or provide a less beneficial entitlement when compared to the NES? |
|---|---|---|
| Maximum weekly hours | 8.3 | ☐ Yes ☒ No ☐ N/A |
| Requests for flexible working arrangements | | ☐ Yes ☐ No ☒ N/A |
| Casual employment | 8.5, 9 | ☐ Yes ☒ No ☐ N/A |

| National Employment Standard | Agreement clause(s) | Does this clause exclude or provide a less beneficial entitlement when compared to the NES? |
|---|---|---|
| Parental leave and related entitlements | 34.2(f), 36 | ☐ Yes ☒ No ☐ N/A |
| Annual leave | 34.2(a), 35 | ☐ Yes ☒ No ☐ N/A |
| Personal/carer's leave | 34.2(b), 34.2(c) | ☐ Yes ☒ No ☐ N/A |
| Compassionate leave | 34.2(d), 41 | ☐ Yes ☒ No ☐ N/A |
| Family and domestic violence leave | 34.2(e), 45 | ☐ Yes ☒ No ☐ N/A |
| Community service leave | 34.2(h), 38, 40 | ☐ Yes ☒ No ☐ N/A |
| Long service leave | 34.2(i) | ☐ Yes ☒ No ☐ N/A |
| Public holidays | | ☐ Yes ☐ No ☒ N/A<br>We note that the Agreement deals with payment for work on a Public Holiday – see for example clause 28.1(a). However, the Agreement does not deal with the subject matter of the NES – that is, being absent on a Public Holiday. |
| Superannuation contributions | 20 | ☐ Yes ☒ No ☐ N/A |
| Notice of termination | 53 | ☐ Yes ☒ No ☐ N/A |
| Redundancy pay | 54 | ☐ Yes ☒ No ☐ N/A |
| Fair Work Information Statement and Casual Employment Information Statement | | ☐ Yes ☐ No ☒ N/A |

If you answered **Yes** in relation to any of the entitlements**,** you may include an explanation below.

## Part 3 – Pre-approval steps

In this section, you will be required to provide details to help the Commission determine whether the agreement has been genuinely agreed to by the employees covered by the agreement.

Section 188(1) of the Fair Work Act 2009 requires the Commission to take into account the Statement of Principles on Genuine Agreement in determining whether it is satisfied that an agreement has been genuinely agreed to by the employees covered by the agreement. Sections 188(2), (4), (4A) and (6) set out other requirements that must be met.

### Part 3.1 – Notification time

**18 What was the notification time for the agreement?**

See section 173(2) of the Fair Work Act 2009. The notification time for a single-enterprise agreement is the date when:

- the employer agrees to bargain, or initiates bargaining, for the agreement
- the employer receives a request to bargain under section 173(2A) in relation to the agreement
- a majority support determination in relation to the agreement comes into operation, or
- a scope order in relation to the agreement comes into operation.

| | |
|---|---|
| **Notification time** | **Date:** 11 March 2026 |
| | **Further details** |
| If the employer received a request to bargain under section 173(2A), please provide further details:<br>• whether the proposed agreement will replace an earlier single-enterprise agreement (the *earlier agreement*) that has passed its nominal expiry date;<br>• the nominal expiry date of the *earlier agreement;*<br>• whether the making of the *earlier agreement* caused a single interest employer authorisation to cease to operate*;* | N/A |

| | |
|---|---|
| • whether the proposed agreement will cover the same, or substantially the same, group of employees as the *earlier agreement.* | |
| If the Commission issued a scope order or a majority support determination in relation to the agreement, please provide the date of the order and the print number (PR) | N/A |

## Part 3.2 – Giving notice of employee representational rights

**19 What steps did the employer take to give the notice of employee representational rights to each employee who will be covered by the agreement and is employed at the notification time for the agreement?**

See section 173 of the Fair Work Act 2009 and the prescribed notice of employee representational rights in Schedule 2.1 of the Fair Work Regulations 2009. The employer must take all reasonable steps to give the prescribed notice to each employee who will be covered by the agreement and is employed at the notification time for the agreement. The employer must give the prescribed notice as soon as practicable, and not later than 14 days, after the notification time.

Also see paragraph 2 of the Statement of Principles on Genuine Agreement.

You must lodge a copy of the notice given to employees with this form.

Describe each step taken and state the date on which it was taken.
If multiple notices were provided, explain why.

| Date(s) | Steps |
|---|---|
| 11 March 2026 | On 11 March 2026, an email (**Attachment G**) was sent to the work email addresses of employees to be covered by the proposed Optus Retail Agreement 2026 (**2026 Agreement**) from Andy Hitchen, Optus' Executive General Manager, Retail, confirming Optus Retail's intention to commence the process to replace the existing Optus Retail Agreement 2023 (**2023 Agreement).**<br><br>The email attached a copy of the Notice of Employee Representational Rights (**NERR**).<br><br>Attached and marked "**Attachment H**" is a copy of the NERR that was attached to the email in Attachment G.<br><br>This email was also posted on MyHub, the internal intranet site that all employees access with a link to the NERR attached (see "**Attachment I**" for screen shots of this post) |

| | |
|---|---|
| | This email was sent to all employees employed by Optus Retail at that time except those who were on secondment to Optus Administration Pty Ltd (a related entity). See actions referred to on 13 March 2026. |
| 11 March 2026 | In addition to sending the email on 11 March 2026 to employee work email addresses, Optus Retail took the additional step of writing to employees via their personal email addresses on file to inform them regarding Optus Retail's intention to commence the process to replace the 2023 Agreement. This email also enclosed a copy of the NERR as an attachment.<br><br>This email was to ensure that employees who were not at work including those employees who were on leave, also received a copy of the NERR.<br><br>Attached and marked "**Attachment J**" is copy of the email sent to the personal email addresses of Optus Retail employees. |
| 13 March 2026 | On 13 March 2026, the email from Andy Hitchen at Attachment G was also sent to the work email addresses of 11 employees who were on secondment to Optus Administration Pty Ltd (a related entity) and whose substantive positions would be covered by the 2026 Agreement after their secondments complete. This email also attached a copy of the NERR.<br><br>Attached and marked "**Attachment K**" is a copy of the email sent to these employees. |
| 11 March to 23 March 2026 | During the period 11 March 2026 to 23 March 2026, email delivery failure notices were monitored. These email delivery failure notices were as a result of the email account of the intended recipient either being full or the email address provided by the employee spelt incorrectly when provided to Optus.<br><br>Emails that were full or incorrect were addressed directly with the intended recipient by an Optus Retail representative to ensure that the employee had received a copy of the NERR through one of the email addresses provided.<br><br>On 23 March 2026, a final email was sent to an employee following discussion with them regarding their personal email address not working. The email address they had supplied to Optus Retail previously was correct but the email this time did not bounce. We understand it was a short term issue with their email account. |

| | |
|---|---|
| | It is noted that all of these employees received the original email on 11 March 2026 to their work email addresses. |
| 16 March 2026 | On 16 March 2026, Optus sent the email from Andy Hitchen to new starters who had commenced employment on 10 March 2026 however their work email addresses had not been set up in time for the 11 March 2026 email. These employees received the email at "**Attachment L**" which attached the NERR.<br><br>These same employees were also sent the additional email at Attachment J to their personal email address which also contained the NERR as an attachment. |

**20 What was the last date that a notice of employee representational rights was given to an employee who will be covered by the agreement and is employed at the notification time for the agreement? How was it provided?**

| Date last notice given | How notice was provided |
|---|---|
| 23 March 2026 | Please see our answer to question 19 above, in particular the description of the events on 23 March 2026 in the third paragraph of '11 March to 23 March 2026'. |

## Part 3.3 – Providing employees with a reasonable opportunity to consider the agreement

The Commission must take into account paragraph 4 of the Statement of Principles on Genuine Agreement. Paragraph 4 says that the employer should provide employees with a reasonable opportunity to consider a proposed enterprise agreement before voting on it, so that the employees can vote in an informed manner.

**21.1 Did the employer provide employees entitled to vote on the agreement with copies of the agreement and incorporated materials in accordance with paragraph 5 of the Statement of Principles on Genuine Agreement?**

Paragraph 5 of the Statement of Principles on Genuine Agreement says that the employer will be taken to satisfy paragraph 4 if, a reasonable time period before the start of the voting on the proposed agreement, the employer provides to employees who are entitled to vote on the agreement:

- a full copy of the agreement, and
- a full copy of any other material incorporated by reference in the agreement.

☒ Yes – Go to question 21.2

☐ No – Explain below how the employer provided employees with a reasonable opportunity to consider the agreement before voting on it, so that the employees could vote in an informed manner. Then go to question 22.

| |
|---|
| |

**21.2 Describe the steps the employer took so that, a reasonable time period before the start of the voting on the agreement, the employer provided to employees who were entitled to vote on the agreement:**

**a. a full copy of the agreement, and**

**b. a full copy of any other material incorporated by reference in the agreement.**

See paragraphs 5 to 7 of the Statement of Principles on Genuine Agreement. Paragraph 6 of the Statement of Principles on Genuine Agreement says what a 'reasonable time period' includes, and paragraph 7 says how the copies may be provided to employees.

Describe each step taken and state the date on which it was taken.

| Date(s) | Steps taken to provide to employees entitled to vote on the agreement a full copy of the agreement and of any other material incorporated by reference in the agreement |
|---|---|
| 2 July 2026 | On 2 July 2026, an email was sent to employees who would be covered by the 2026 Agreement from the Executive General Manager, Retail ("**Attachment M**").<br><br>This email was sent to all employees currently employed by Optus Retail except those who were on secondment to Optus Administration Pty Ltd (a related entity).<br><br>The email advised employees that Optus Retail was now ready to share with employees the 2026 Agreement that it would be asking employees to vote to approve in an upcoming ballot. |

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| | Amongst other things (further details described in the response to question 22), the email provided:<br>• a copy of the 2026 Agreement ("**Attachment N**") as an attachment;<br>• a summary of some initial information about the 2026 Agreement; and<br>• information about the ballot is described in detail under question 25. |
| From 2 July 2026 | In addition to making a copy of the 2026 Agreement available as an attachment to the email, the 2026 Agreement was also available to employees on the Optus Retail Agreement 2026 Hub (**Agreement Hub**), a page on Optus' website.<br><br>The Agreement Hub was a dedicated page hosted on Optus' website established for the purpose of communicating information relating to the 2026 Agreement and providing employees with continuous access to materials relevant to employees' consideration of the 2026 Agreement from 2 July 2026 until the completion of the employee ballot.<br><br>A link to the location of the Agreement Hub was provided in the 2 July 2026 Email attached and marked Attachment M.<br><br>The Agreement Hub contained (amongst other items) a link to clause 33A of General Retail Industry Award 2020 (**Award**) which is incorporated into the 2026 Agreement as varied from time to time.<br><br>The Agreement Hub also contained other relevant materials that would assist employees with understanding the terms and effect of the proposed 2026 Agreement, despite not all of the material being incorporated into the 2026 Agreement.<br><br>The relevant materials included links to:<br>- relevant policies<br>- Optus Retail Incentive Plan<br>- Optus Retail Parental Leave Policy that will apply if the 2026 Agreement is approved. A copy of the Optus Retail Parental Leave Policy is attached and marked as "**Attachment O**"<br>- link to the General Retail Industry Award 2020<br>- links to relevant legislation including: |

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| | ○ Fair Work Act 2009 (and National Employment Standards)<br>○ State/Territory Long Service Leave legislation<br>○ Superannuation Guarantee (Administration) Act 1992 (Cth)<br>○ Defence Reserve Service (Protection) Act 2001 (Cth)<br><br>A copy of a print screen of the Agreement Hub site as at 2 July 2026 is attached and marked "**Attachment P**". |
| 2 July 2026 | On 2 July 2026, an email was sent to the work and personal email addresses of 11 employees whose substantive positions would be covered by the 2026 Agreement but who were, at that time, on secondment to Optus Administration Pty Ltd (a related entity). This email informed those employees of the earlier communication from Andy Hitchen the same day, forwarded that email and attached a copy of the 2026 Agreement. A copy of that email is attached and marked "**Attachment Q**". |
| 2 July 2026 | On 2 July 2026, Andy Hitchen, Executive General Manager, Retail, also posted an update on MyHub regarding the 2026 Agreement. The post contained a link to the 2026 Agreement and a link to the Agreement Hub where employees could access relevant support materials. A copy of the MyHub post is attached and marked "**Attachment R**". |
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List the other material incorporated by reference in the agreement (if any).

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| Schedule 3 of the 2026 Agreement incorporates clauses 33A.2 – 33A.9 of the Award relating to Workplace Delegates Rights. |

## Part 3.4 – Explaining the terms of the agreement

**22 What steps were taken by the employer to explain the terms of the agreement, what was explained and how was the effect of those terms explained to the employees?**

See section 180(5)(a) of the Fair Work Act 2009. The employer must take all reasonable steps to ensure the terms of the agreement, and the effect of those terms, are explained to the employees employed at the time who will be covered by the agreement.

The Commission must also take into account paragraphs 8 to 14 of the Statement of Principles on Genuine Agreement. Paragraph 8 says that taking all reasonable steps to explain the terms of the agreement, and the effect of those terms, should include at a minimum explaining to employees how the proposed agreement will alter their existing minimum entitlements and other terms and conditions of employment.

Paragraphs 8 and 9 also give guidance on what should be explained. Paragraphs 12 and 13 say how employees may be provided with the explanation.

Describe the steps taken to explain to the employees the terms of the agreement and the effect of those terms. For example, describe how the information was given in meetings, by email or post, and by other means. Write down the date on which each step was taken.

Also lodge copies of any materials that were used to explain the agreement to the employees.

Include details of what was explained to the employees. Do not simply state that the terms of the agreement were explained to employees.

| Date(s) | Steps taken | Explanation given |
|---|---|---|
| 2 July 2026 | On 2 July 2026, an email was sent to employees who would be covered by the 2026 Agreement from the Executive General Manager, Retail at Attachment M.<br><br>In addition to sharing a copy of the 2026 Agreement, the email also contained:<br><br>1. a link to the Optus Retail Agreement 2026 Hub (**Agreement Hub**), a page on Optus' website.<br><br>2. links to 4 x Information Sheets based on the employee's employment category / role:<br>a. Full-Time employee<br>b. Part-Time employee<br>c. Casual employee<br>d. Store Manager. | The email provided employees with a summary of the key enhancements between the existing 2023 Agreement and the 2026 Agreement.<br><br>The Agreement Hub contained (amongst other things), information to help employees understand the terms of the 2026 Agreement and their effect including:<br><br>- a tracked changes version of the 2023 Agreement compared with the 2026 Agreement so that employees could understand what's changed from the 2023 Agreement;<br>- other relevant materials to support the employees to understand the 2026 Agreement including:<br>• links to relevant policies<br>• the Optus Retail Incentive Plan<br>• link to a copy of the Parental Leave Policy that will apply if |

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| | 3. Information on where to direct questions regarding the contents of the 2026 Agreement to.<br><br>This email was sent to the work email address and also forwarded to the personal email address of employees who would be covered by the 2026 Agreement. | the 2026 Agreement is approved. A copy of the Parental Leave Policy is attached and provided at Attachment O<br>• The current version of Clause 33A of the General Retail Industry Award 2020 (which is incorporated into the 2026 Agreement as varied from time to time)<br>• link to the General Retail Industry Award 2020<br>• links to relevant legislation including:<br>o Fair Work Act 2009 (and National Employment Standards)<br>o State/Territory Long Service Leave legislation<br>o Superannuation Guarantee (Administration) Act 1992 (Cth)<br>o Defence Reserve Service (Protection) Act 2001 (Cth)<br><br>The Information Sheets explained the key changes to employees based on their employment category / role.<br><br>The Full-Time Information Sheet is attached and marked "**Attachment S**".<br><br>The Part-Time Information Sheet is attached and marked "**Attachment T**".<br><br>The Casual Information Sheet is attached and marked "**Attachment U**" |

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| | | The Store Manager Information Sheet is attached and marked "**Attachment V**".<br><br>Employees were provided the opportunity to raise any questions with Optus about the 2026 Agreement through their Area Manager or a dedicated email address. |
| **From 2 July 2026** | Employees who had questions in relation to the terms of the 2026 Agreement were able to speak to their Area Managers as well as email the Retail Agreement dropbox – a dedicated email address in relation to the 2026 Agreement. | The People and Culture team responded to questions individual employees had regarding the terms and effect of the 2026 Agreement sent to the Retail Agreement dropbox. |

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| **9 July 2026** | On 9 July 2026, an email was sent to the work and personal email addresses of employees who would be covered by the 2026 Agreement.<br><br>The email advised that additional resources were now available on the Agreement Hub including an Information Pack and Explainer Video.<br><br>The email is attached and marked "**Attachment W**".<br><br>Attached and marked "**Attachment X**" is a copy of the Agreement Hub page as of 9 July 2026 including the updated Information Pack and Explainer video content.<br><br>The contents of the email were also posted on MyHub the same day.<br><br>Attached and marked "**Attachment Y**" is a copy of the MyHub post. | The Information Pack, amongst other things, contained:<br><br>• an overview of the proposed changes in the 2026 Agreement, including an explanation of the terms and their effect;<br><br>• a summary of the key changes in the Award clauses since the current Optus Retail Agreement 2023 was approved, including an explanation of how entitlements under the 2026 Agreement compare to the Award; and<br><br>• Frequently Asked Questions (FAQs) including information about the voting process.<br><br>The Information Pack is attached and marked "**Attachment Z**".<br><br>In addition, an Explainer Video (42 mins in length) was available on the Agreement Hub for employees who prefer to watch or listen to the explanation of the proposed changes and their effect.<br><br>Employees were encouraged to review the relevant materials provided and raise any questions they had about the 2026 Agreement with their Area Managers and/or the dedicated Retail Agreement email address. |

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| **From 10 July 2026** | A poster was displayed in each retail store that highlighted some of the changes to the enterprise agreement and provided a QR code to the Agreement Hub so that employees could access the resources available even when they were not at work. | Attached and marked "**Attachment AA**" is a copy of the poster. |
| **16 July 2026** | On 16 July 2026, an article on MyHub (intranet) was posted to Optus Retail employees reminding employees of the upcoming ballot and to share with employees a further short video explaining the 2026 Agreement. The post reminded employees of the resources available and previous communications shared to date. | A copy of the MyHub article is attached and marked "**Attachment AB**".<br><br>The further video shared with employees explained some of the key enhancements of the agreement including changes to the Connected Day leave entitlement. |
| **21 July 2026** | On 21 July 2026, an email was sent to employees who had commenced employment after the 9 July 2026 communication, providing them with an update on the 2026 Agreement and sharing the resources available to assist them to understand the terms of the 2026 Agreement and their effect before voting. | A copy of the email is attached and marked "**Attachment AC**". |

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| **21 July 2026** | On 21 July 2026, a follow up email sent to employees under 21 years of age, drawing their attention to the specific resources available to them including a detailed video explainer and the Information Pack, and inviting them to contact the team via the Retail Agreement dropbox with any questions. This step was taken to ensure younger employees were specifically directed to the explanatory materials and support channels available to assist them to understand the 2026 Agreement and its effect. | A copy of the email is attached and marked "**Attachment AD**". |

**23 When the employer explained the terms of the agreement and the effect of those terms to the employees, did the employer compare the agreement to any of the following instruments?**

See section 180(5)(a) of the Fair Work Act 2009 and paragraph 8 of the Statement of Principles on Genuine Agreement.

(tick all that apply and provide further information):

☒ any enterprise agreement that currently applies. Please specify which agreement/s:

Optus Retail Agreement 2023

☒ the modern award/s. Please specify which award/s:

General Retail Industry Award 2020 (MA000004)

or

☐ none of the above. Please explain why the employer did not compare the agreement to any of the above instruments:

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**24 When the employer explained the terms of the agreement and the effect of those terms to the employees, what was done to take into account the particular circumstances and needs of the employees?**

See section 180(5)(b) of the Fair Work Act 2009. The employer must take all reasonable steps to ensure that the explanation is provided in an appropriate manner. Section 180(6) of the Fair Work Act 2009 provides as examples of the kinds of employees whose circumstances and needs are to be taken into account, employees from culturally and linguistically diverse backgrounds, young employees and employees who didn't have a bargaining representative.

The Commission must also take into account paragraph 14 of the Statement of Principles on Genuine Agreement.

Identify the relevant group of employees addressed and their particular circumstances (for example employees from culturally and linguistically diverse backgrounds or young employees). Describe the steps you took to accommodate their circumstances. Write down the date on which each step was taken.

Also lodge copies of any materials that were used to ensure the explanation to employees was provided in an appropriate manner (if not lodged in response to question 22).

Do not simply state that the employer took reasonable steps to ensure the explanation was provided in an appropriate manner.

| Date of step | Step taken | Relevant group of employees addressed |
|---|---|---|
| 2 July 2026 | • All Optus Retail employees were provided with a copy of the 2026 Agreement.<br>• Shorter, plain-English Information Sheets were also made available to employees based on their employment | Young employees (aged under 21) and employees who don't have a bargaining representative. |

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| | category / role to assist employees, including younger employees and employees without a bargaining representative, to understand the key terms and changes relevant to them. | |
| 9 July 2026 | • All Optus Retail employees were provided with an Information Pack (Attachment Z) containing an overview of the proposed changes, an explanation of the 2026 Agreement and their effect, a comparison between the Award and the 2026 Agreement, and FAQs written in plain English.<br><br>• An Explainer Video was also shared with all Optus Retail employees that explained the changes from the 2023 Agreement by clause and the effect of those changes. | Young employees (aged under 21) and employees who don't have a bargaining representative. |
| 2 July 2026 – 28 July 2026 | • All employees were offered a range of avenues to ask questions and seek further information and support about the 2026 Agreement, including through their Area Manager, Optus' People and Culture team, and the dedicated Retail Agreement dropbox. | Young employees (aged under 21) and employees who don't have a bargaining representative. |
| 21 July 2026 | • Follow up email sent to employees under 21 years of age, drawing their attention to the specific resources available to them including a detailed video explainer and the Information Pack, and inviting them to contact the team via the Retail Agreement dropbox with any questions. This step was taken to ensure younger employees were specifically directed to the explanatory materials and | Young employees (aged under 21). |

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| | support channels available to assist them to understand the 2026 Agreement and its effect.<br><br>A copy of the email is attached at Attachment AD. | |

## Part 3.5 – Providing employees with a reasonable opportunity to vote on the agreement in a free and informed manner

The Commission must take into account paragraphs 15 and 16 of the Statement of Principles on Genuine Agreement. Paragraph 15 says that employees should be given a reasonable opportunity to vote on a proposed agreement in a free and informed manner.

**25 Describe the steps that were taken to inform employees entitled to vote of:**

**a. the time and place for the vote, and**

**b. the voting method.**

Paragraph 16 of the Statement of Principles on Genuine Agreement says that employees should be informed of the time, place and method for the vote:

- at least 7 full calendar days before the day on which voting starts, or
- by such other reasonable time before the day on which voting starts as is agreed with one or more employee organisation(s) acting as bargaining representative(s) for a significant proportion of the employees to be covered by the agreement.

Describe how employees were informed about the time and place for the vote and the voting method. For example, describe information given during meetings, by email or post, and on noticeboards. Include the date each of these steps was taken.

Also lodge copies of any materials that were provided to employees to notify them about the vote.

Do not simply state that the relevant employees were notified by the specified time.

| Date(s) | Steps taken and information given to employees about time and place for vote and voting method |
|---|---|
| **2 July 2026** | On 2 July 2026, an email was sent to employees that would be covered by the 2026 Agreement from Executive General Manager, Retail. The email advised employees that Optus Retail was now ready to share with employees the proposed agreement that it would be asking employees covered by the 2026 Agreement to vote on in an upcoming ballot. |

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| | Among other things, the email contained details of the upcoming ballot including details of the time and place of the vote and voting method by:<br>• informing employees that vote will open at 10am Thursday 23 July 2026 Australian Eastern Standard Time (AEST) and close at 6pm on Tuesday 28 July 2026 AEST; and<br>• informing employees that the vote would be conducted by confidential ballot through Corp Vote (a third-party ballot provider) and that employees would have the opportunity to vote either online or by phone.<br><br>A copy of this email is attached at Attachment M (**2 July Email**). |
| **2 July 2026** | The 2 July Email also contained a link the Agreement Hub (a page hosted on Optus' website). This page contained details of the upcoming ballot under "How can I vote?".<br><br>A copy of the Agreement Hub page as of 2 July 2026 is attached at Attachment P. |
| **9 July 2026** | These ballot details were provided again in the Information Pack (Attachment Z) that was sent on 9 July 2026.<br><br>Page 5 of the Information Pack provided details of the voting process. In summary, employees were advised that:<br>• CorpVote would conduct the ballot who would maintain independence and confidentiality;<br>• voting would commence at 10am Thursday 23 July 2026 Australian Eastern Standard Time (AEST) and close at 6pm on Tuesday 28 July 2026 AEST; and<br>• employees had the option of voting online or by phone.<br><br>The Information Pack also contained (from page 53):<br>• Ballot FAQs<br>• A link to the CorpVote – Voting Instruction Notice. |
| **From 10 July 2026** | A poster was displayed in each retail store that reinforced the dates of the ballot and provided a QR code to the Agreement Hub. As above, the Agreement Hub contained the details of the upcoming ballot under "How can I vote?". A copy of this poster is included at Attachment AA. |

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**26.1 Describe the voting process for the agreement**

Paragraph 15 of the Statement of Principles on Genuine Agreement also says that giving employees a reasonable opportunity to vote on a proposed agreement in a free and informed manner should include:

- a voting process that ensures the vote of each employee is not disclosed to or ascertainable by the employer, and
- a method and period of voting that provides all employees entitled to vote with a fair and reasonable opportunity to cast a vote.

Describe the voting process used and the method and period of the vote, and explain how all employees entitled to vote were provided with a fair and reasonable opportunity to cast a vote.

Optus Retail engaged the services of CorpVote, an external provider, to conduct the ballot for the 2026 Agreement. Employees were given the opportunity to vote either online or by phone.

Voting was confidential and Optus Retail was not provided the details of any individual vote. Optus Retail was provided with the total number of employees who participated and the number of employees who voted either to support the agreement or not support the agreement.

The period of voting was over a 6 day period commencing at 10am Thursday 23 July 2026 Australian Eastern Standard Time (AEST) and closing at 6pm on Tuesday 28 July 2026 AEST which provided employees with a fair and reasonable opportunity to vote over a number of days and at any time they wished during those date and times at their own convenience.

Employees were informed of the vote from 2 July 2026 including details of the voting process, being 20 full calendar days before voting commenced (as set out in our responses to question 25).

On the day of the commencement of the ballot, Optus Retail sent an email to the work email address of Retail employees who were covered by the 2026 Agreement, a reminder that the ballot would be opening shortly and that they would receive an email from CorpVote (the ballot provider) with their unique voter access code and instructions on how to vote.

CorpVote sent the employees' ballot information to their personal email addresses in addition to their work email address. CorpVote also sent employees an SMS text message with voting instructions.

Reminders were also sent by CorpVote to employees who had not voted on Sunday 26 July and Tuesday 28 July 2026.

**26.2 Describe any further steps taken to give employees a reasonable opportunity to vote on the agreement in a free and informed manner**

The steps taken by Optus Retail are outlined in Question 26.1

## Part 3.6 – Sufficient interest and sufficiently representative

**27 Explain how the employees requested to vote on the agreement:**

**a. have a sufficient interest in the terms of the agreement, and**

**b. are sufficiently representative, having regard to the employees the agreement is expressed to cover?**

See section 188(2) of the Fair Work Act 2009. The Commission must also take into account paragraphs 17 and 18 of the Statement of Principles on Genuine Agreement.

A total of 2326 employees were requested to vote on the 2026 Agreement.

These employees:

- comprise the entire cohort of employees who were employed by Optus Retail at the time of the commencement of the vote who would be covered by the 2026 Agreement;
- are employed in Optus Retail job classifications Retail Consultant, Specialist Retail Consultant, Assistant Store Manager and Store Manager 1-3;
- are spread across a number of states and territories (New South Wales, Victoria, Australian Capital Territory, Queensland, South Australia, Northern Territory, Western Australia and Tasmania) and
- are engaged on either a full-time, part-time basis or casual basis.

The employees who were requested to vote on the agreement therefore had a sufficient interest in the terms of the 2026 Agreement and are sufficiently representative of the employees the 2026 Agreement is expressed to cover.

## Part 3.7 – Voting on the agreement

### 28 Provide the following dates:

See sections 181, 173 and 182 of the Fair Work Act 2009.

| Event | | Date |
|---|---|---|
| 28.1 | The date voting on the agreement **commenced** (that is, the first date that an employee was able to cast a vote). | 23 July 2026 |
| 28.2 | The date the agreement was **made** (that is, the date on which the voting process by which the employees approved the agreement concluded). | 28 July 2026 |

### 29 Provide the following details about the vote on the agreement:

See section 53 of the Fair Work Act 2009. An enterprise agreement covers an employee if it is expressed to cover the employee.

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| 29.1 | At the time of the vote, how many employees were covered by the agreement? | 2,326 |

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|---|---|---|
| 29.2 | How many of these employees cast a valid vote? | 1324 |
| 29.3 | How many of these employees voted to approve the agreement? | 1176 |

| | | | |
|---|---|---|---|
| Signature | | Date: | 10 August 2026 |

**Giving false or misleading information is a serious offence.**

A person who knowingly gives false or misleading information or knowingly produces a false or misleading document in support of an application for approval of an enterprise agreement is guilty of an offence, the punishment for which is imprisonment for up to 12 months – see s.137.1 and s.137.2 of the *Criminal Code*.

## Consent to contact by researchers

The Commission undertakes research with participants in agreement approval matters to ensure a high quality process. Some research may be undertaken by external providers on behalf of the Commission.

Do you consent to the contact details provided on page 1 of this form being provided to an external provider of research services for the purpose of inviting you to participate in this research?

☐ Yes

☒ No

A copy of this declaration must be served on:

- each other employer that is covered by the agreement **and**
- each employee organisation that was a bargaining representative **and**
- any other bargaining representative appointed by employees of whom you are aware.

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR OWN RECORDS