

[2013] FWCA 8757

The attached document replaces the document previously issued with the above code on 7 November 2013.

To correct a typographical error at paragraph 13 of the decision.

Alyce Bowe  
Associate to Commissioner Bull.

8 November 2013



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Optus Retailco Pty Ltd**  
(AG2013/9522)

## OPTUS RETAIL AGREEMENT 2013

Retail industry

COMMISSIONER BULL

SYDNEY, 7 NOVEMBER 2013

*Application for approval of the Optus Retail Agreement 2013.*

[1] An application has been made for approval of an enterprise agreement known as the *Optus Retail Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] On 17 October 2013, the Commission alerted the Applicant via its representative to a number of concerns it had with aspects of the Agreement. These issues concerned the ordinary hours of work, penalties with respect to work on weekends and public holidays, allowances and the dispute settlement procedure under the Agreement.

[3] Correspondence was received from the Applicant on 28 and 31 October 2013.

[4] The Applicant submits that the Commission's concerns with respect to the ordinary span of hours, penalties and allowances is resolved by the wording included at page 5 of the Agreement under the heading "**How does this Agreement work?**", and in particular where the clause states:

"In addition, on an annual basis, your total remuneration (including your Base Salary; and any penalties, loadings, overtime and amounts awarded to you under the Optus Retail Incentive Plan) will be no less than the amounts you would have received under the General Retail Industry Award 2010 including weekend, public holidays and working late at night"

### Undertakings

#### Ordinary hours of work, penalties and allowances

[5] The Commission notes that the Agreement at Part 4 - **My hours of work**, provides for ordinary hours of work that are greater than the ordinary hours of work provided for in the *General Retail Industry Award 2010* (the Award), being the relevant modern award for the purpose of the better off overall test.

[6] Further, the Agreement provides penalties on weekends and public holidays that are less than the penalties provided for under the Award and with respect to leave loading and laundry allowance, the Commission notes that these are both absorbed into the hourly rates of pay under the Agreement.

[7] The Applicant has provided a number of indicative rosters and calculations to demonstrate that employees covered under the Agreement would be better off overall and has advised that the rates of pay in the Agreement are significantly higher, and compensate for these lesser entitlements.

[8] The Applicant has also provided an undertaking that applies to employees who work in a store with trading hours that extend beyond 10:00pm Monday to Friday, or 6:00pm on a Saturday or Sunday. The undertaking provides that every 6 months and on termination of an employee's employment, the Applicant will conduct a review of the remuneration received by the employee under the Agreement in comparison to what the employee would have received if they had been paid in accordance with the Award.

#### Dispute settlement procedure

[9] An undertaking with respect to Part 7 - **Individual flexibility, consultation and dispute resolution**, and in particular, "**How are issues resolved under this Agreement?**" that an employee may appoint a representative, has been provided by the Applicant.

[10] These undertakings are taken to be a term of the Agreement. A copy of the undertakings is attached at **Annexure A**.

[11] The Agreement covers all employees of Optus Retail who principally perform work in Optus Retail stores. I am satisfied that pursuant to s.186(3A) of the Act, this group is fairly chosen as being operationally or organisationally distinct.

[12] I am satisfied that each of the requirements of ss.187 and 188 of the Act as are relevant to the application for approval have been met.

[13] The Agreement is approved. In accordance with s.54(1)(b) the Agreement will operate from the start of the third full pay period from the date of this approval. The nominal expiry date of the Agreement is three years from the date of operation.



COMMISSIONER

Annexure A



Application for approval of the *Optus Retail Agreement 2013*  
Fair Work Commission  
AG2013/9522

**UNDERTAKING**

Pursuant to section 190 of the *Fair Work Act 2009* (Cth) (**the Act**), Optus Retailco Pty Ltd ABN 80 092 221 406 (**Optus Retail**) hereby undertakes to the Fair Work Commission:

**Review for extended trading store employees**

This undertaking applies to Optus Retail employees who work in a store with trading hours that extend beyond 10pm Monday to Friday, or 6pm on a Saturday or Sunday.

Every 6 months, and on the termination of an employee's employment, Optus Retail will conduct a review of the remuneration received by the employee under the *Optus Retail Agreement 2013 (Agreement)* in comparison to what the employee would have received if they had been paid in accordance with the *General Retail Industry Award 2010 (Award)*. If the review identifies that the employee would have received more remuneration under the Award during that period, Optus Retail will make a lump sum payment to the employee equal to the difference in remuneration (less tax).

Signed for Optus Retailco Pty Ltd by its representative:

  
\_\_\_\_\_  
Signature of Authorised Officer  
*Rick Grahame*  
\_\_\_\_\_  
Name of Authorised Officer (print)  
*1 LYONPARK RD, NORTH RYDE*  
\_\_\_\_\_  
Address of Authorised Officer  
*DIRECTOR - OPTUS RETAIL*  
\_\_\_\_\_  
Office held by Authorised Officer  
*1/11/13*  
\_\_\_\_\_  
Dated

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Application for approval of the *Optus Retail Agreement 2013*  
Fair Work Commission  
AG2013/9522

UNDERTAKING

Pursuant to section 190 of the *Fair Work Act 2009* (Cth) (**the Act**), Optus Retailco Pty Ltd ABN 80 092 221 406 hereby undertakes to the Fair Work Commission that:

**Dispute settlement procedure**

Employees covered by the *Optus Retail Agreement 2013* (**Agreement**) will be able to appoint a representative to represent them at any stage of the dispute settlement procedure set out in the clause "*How are issues resolved under this Agreement?*" at pages 17 and 18 of the Agreement.

Signed for Optus Retailco Pty Ltd by its representative:

  
\_\_\_\_\_  
Signature of Authorised Officer  
*Rick Gusham*  
\_\_\_\_\_  
Name of Authorised Officer (print)  
*1 LYONPARK RD, NTH RYDE*  
\_\_\_\_\_  
Address of Authorised Officer  
*DIRECTOR - OPTUS RETAIL*  
\_\_\_\_\_  
Office held by Authorised Officer  
*28/10/13*  
\_\_\_\_\_  
Dated

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

# OPTUS RETAIL AGREEMENT 2013



# 'YES' IT'S TIME!

## WE'RE WORKING ON BIG THINGS HERE AT OPTUS RETAIL!

Our ambition is to become Australia's most loved and recommended service brand by our customers and our people – you!

Our strategy to achieve this ambition is simple:

- Have a great network that our customers can count on
- Deliver brilliant service with every customer interaction
- Provide simple products

All of which is underpinned by the way we work and our amazing people. In other words, our culture!

We're changing the way we do things around here. Together we are providing Brilliant Service in store and we're bringing back the Attitude of Yes, and we can't do this without you.

The Optus Retail Agreement 2013 ('Retail Agreement') represents our commitment to you over the coming years, including improved terms and conditions of employment and simplifying things where we can so that we can get on with focusing on what we're all here to do – be loved by our customers! It also provides a solid basis for growth as we forge forward with our plans to expand our Optus Retail network of company owned stores.

You should be feeling very proud of the results we've already achieved in such a short period of time, and feel truly excited for what's to come.

I have complete trust in your ability to help our Optus Retail team grow from strength to strength, and to continue the level of motivation and enthusiasm in helping us achieve our ambition.

## 'YES!' LET'S DO THIS!

Your wingman,



**RICK GRAHAM**

Director, Optus Retail

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# PART 1 – OUR AGREEMENT

## WHAT IS THE NAME OF OUR AGREEMENT?

This enterprise agreement is called the Optus Retail Agreement 2013 (“Agreement”).

## AM I COVERED BY THIS AGREEMENT?

This Agreement applies to Optus Retailco Pty Ltd (“Optus Retail”, also “we”) and all Optus Retail employees who principally perform work at our retail stores and for whom classifications are contained within this Agreement.

This Agreement applies to existing Optus Retail employees and new employees.

## HOW LONG WILL THIS AGREEMENT APPLY?

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

## HOW DOES THIS AGREEMENT WORK?

Let’s keep it simple. Rather than have you flip between 2 documents to decipher what applies to you, this Agreement will replace any other award or enterprise agreement that would otherwise apply to you.

This Agreement provides minimum entitlements only and does not restrict Optus Retail and you from agreeing to a higher rate of pay or any other additional benefits. For the avoidance of doubt, the approval of the Agreement will not result in your agreed salary being reduced.

In addition, on an annual basis, your total remuneration (including your Base Salary; and any penalties, loadings, overtime and amounts awarded to you under the Optus Retail Incentive Plan) will be no less than the amounts you would have received under the General Retail Industry Award 2010 including weekend, public holidays and working late at night. The Award however doesn’t form part of this Agreement.

Often this Agreement will refer you to our policies to provide the mechanics and detail for what’s on offer. The Agreement will provide for our commitment to you and the policies will provide further detail on how it applies at Optus Retail. The policies don’t form part of this Agreement.

## WHAT IS THE RELATIONSHIP BETWEEN THIS AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS (“NES”)?

The NES are a set of 10 legislated minimum standards that apply to your employment.

The minimum standards relate to the following matters:

- (a) maximum weekly hours;
- (b) requests for flexible working arrangements;
- (c) parental leave and related entitlements;
- (d) annual leave;
- (e) personal/carer’s leave and compassionate leave;
- (f) community service leave;
- (g) long service leave;
- (h) public holidays;
- (i) notice of termination and redundancy pay; and
- (j) the Fair Work Information Statement.

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

## WHERE CAN I FIND A COPY OF THIS AGREEMENT?

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

## WHAT ARE OUR CORE VALUES?

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

Our shared values are:

- (a) Customer Focus;
- (b) Challenger Spirit;
- (c) Integrity;
- (d) Teamwork; and
- (e) Personal Excellence.

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

# PART 2 – MY EMPLOYMENT WITH OPTUS RETAIL

## HOW CAN I BE EMPLOYED?

You will be employed as either a full-time, part-time or casual employee (as described below).

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

### FULL-TIME EMPLOYEE

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

### PART-TIME EMPLOYEE

- (a) You are a part-time employee if you are guaranteed an average of less than 38 ordinary hours work per week. You may be rostered to work these hours outside the span of ordinary hours of work set out in this Agreement, and if so you may be paid a loading in accordance with this Agreement.
- (b) As a part-time employee you will receive the same conditions and benefits of a full-time employee, on a pro-rata basis according to your hours of work.
- (c) Part-time employees can either have set hours and days of work or flexible hours of work. This will be agreed in writing on commencement.
- (d) If you have set hours and days of work, the details of this will be agreed in writing on commencement and will specify:
  - (i) your starting and finishing times each day;
  - (ii) the days of the week that you will work;
  - (iii) that any variation will be in writing;
  - (iv) that your minimum engagement is three hours; and
  - (v) the timing and duration of your meal breaks.
- (e) If you have flexible hours of work, you will have an agreed minimum number of hours to be performed over the roster cycle, those hours being less than full-time hours.
- (f) You will be guaranteed a minimum of 3 hours for any shift.

## CASUAL EMPLOYEE

- (a) You are a casual employee if you are engaged and paid as such. As a casual employee you have no guarantee of further hours or ongoing work.
- (b) You will be paid a casual loading of 25% on top of the Base Hourly Rate for your classification provided for in Part 3 – My Pay of this Agreement. This loading is paid for all ordinary hours of work (unless otherwise stated) and is instead of receiving annual leave, paid personal/carer's leave, redundancy and other entitlements associated with permanent employment.
- (c) You will be guaranteed a minimum of 3 hours for any shift.
- (d) You will receive unpaid parental leave, unpaid carer's leave, unpaid compassionate leave, and unpaid jury service and community service leave as set out in Optus Retail Policies and the NES.
- (e) The provisions of Part 5 – My Leave Benefits do not apply to you.

## I'M A CASUAL WITH REGULAR HOURS. CAN I REQUEST TO BECOME A PERMANENT EMPLOYEE?

Yes. We encourage you to have these discussions with your manager who will in turn have discussions with our management team about the opportunity for permanent employment for you.

There are many benefits associated with becoming a permanent team member. These include:

- access to paid leave;
- access to benefits offered to permanent team members including discounts, and rewards; and
- other offerings as outlined in this Agreement and our Policies.

In making a decision, we will consider a number of factors including the following:

- whether you demonstrate our core values;
- the length of your casual employment to date;
- whether there will be sufficient work in future to provide permanent employment; and
- the regularity of the hours you currently perform.

If we agree to make an offer of permanent employment to you, we will confirm:

- whether it is a full-time or part-time offer;
- if offered a part-time position – the basis and agreed hours of work as set out in this Agreement;
- your remuneration (which will no longer include a casual loading); and
- the continuity of your service with Optus Retail.

## IS THERE A PROBATIONARY PERIOD?

Full-time and part-time employees will be subject to a probationary period of 3 months. The purpose of the probation period is for Optus Retail to determine your suitability for ongoing employment.

During your probation period, Optus Retail may determine that it is appropriate to extend your probationary period for a further 3 months (for example, because of an unexpected illness/injury preventing you from working during the probation period or a period of agreed absence). Optus Retail will give notice to you of this in writing.

During the probationary period, either you or we may terminate your employment for any reason by giving 1 week's notice in writing. In either case, we may choose to pay you in lieu of your notice period.

If you resign during the probation period and do not provide the notice required, you will forfeit your pay for the notice period not provided.

## PART 3 – MY PAY

### WHAT IS MY BASE RATE OF PAY?

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

CLASSIFICATION LEVEL	BASE SALARY (PER ANNUM)
Retail Consultant	\$38,500
Specialist Retail Consultant – including but not limited to: <ul style="list-style-type: none"> <li>• Concierge</li> <li>• Guru</li> <li>• Business Consultant</li> </ul>	\$41,850
Assistant Store Manager	\$45,120
Store Manager 1	\$48,880
Store Manager 2	\$53,580
Store Manager 3	\$59,220

This Agreement provides for minimum entitlements only and we may agree to pay you a higher base rate of pay. Please see Schedule 1 – Classifications for a detailed explanation of job classifications.

### HOW DO I CALCULATE MY FORTNIGHTLY/WEEKLY/HOURLY RATE?

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

Your Base Weekly Rate is calculated by dividing your Base Salary by 52 weeks.

Your Base Hourly Rate is calculated by dividing your Base Weekly Rate by 38 hours.

### WHAT DO I GET PAID IF I'M A JUNIOR EMPLOYEE?

If you are a junior employee, you will be paid the following percentage of the Base Salary for your classification provided for in the table in Part 3 – My Pay of this Agreement:

AGE	% OF BASE SALARY
16 years of age and under	80
17 years of age	90
18 years of age and over	100

### WILL THE BASE SALARY BE INCREASED?

Optus Retail will increase the Base Salary for each classification at the start of the first full pay period on or after 1 July 2014, 1 July 2015 and 1 July 2016. Each increase will be on the basis of the Headline Consumer Price Index (CPI) as published by the Australian Bureau of Statistics (ABS) for the 2013/2014, 2014/2015 and 2015/2016 financial years respectively. The CPI movement will, for each financial year, be the published ABS projected year on year index figure as at 31 March in the financial year. Such changes will be deemed to be part of this Agreement.

### HOW WILL OPTUS RETAIL APPROACH REMUNERATION?

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

## **CAN I PARTICIPATE IN THE OPTUS RETAIL INCENTIVE PLAN?**

We believe in providing rewards to motivate our people to achieve and exceed their KPIs and objectives. As such, the Optus Retail remuneration system will include an incentive scheme that provides an opportunity for you to earn more than your Base Salary.

If you are a permanent full or part-time employee, you will be eligible to participate in the Optus Retail Incentive Plan where you will be able to receive incentive payments if certain targets are achieved. The "on target" amount is 15% of your Base Salary.

The rules of the incentive plan will be available online and/or in store. We may vary the Incentive Plan by providing you with 4 weeks' notice. Any variation of the terms of the Incentive Plan will not affect your entitlement to incentive payments already earned under the existing plan prior to the variation.

In order to remain aligned with Optus Retail's strategic objectives, the rules and structure of the incentive scheme will be subject to change by Optus Retail and therefore do not form part of this Agreement.

## **WILL I BE PAID ANY ALLOWANCES?**

### **FIRST AID**

If you hold an appropriate first aid qualification and you are appointed by Optus Retail to perform first aid duty you will be paid an extra \$9.42 each week.

### **MEAL ALLOWANCE**

If you are required to work more than one hour of overtime after your rostered finishing time, without being given 24 hours' notice in order to arrange your own meal, you will be provided with a meal allowance of \$16.67. Where such overtime work exceeds 4 hours you will be provided with a further meal allowance of \$15.09.

You will not be paid a meal allowance if you could reasonably return home for a meal within the period allowed, or where a meal is provided by Optus Retail.

## **WHAT OTHER PROVISIONS ARE THERE FOR STORE MANAGERS?**

If you are a Store Manager, you will be paid an annual salary that is intended to provide compensation for all penalty rates and loadings including evening, weekend, public holidays and reasonable additional hours. The provisions in this Agreement relating to penalty rates, loadings and overtime do not apply to you.

If you work on a public holiday, you will receive time off in lieu of an equivalent number of hours. Your time off in lieu must be taken on a day agreed with your Manager.

You will also be able to elect to receive either a fully maintained Optus Retail fleet vehicle or a \$12,000 per annum Store Manager allowance, instead of a fully maintained vehicle and travel expenses.

## **WHEN WILL I GET PAID?**

Your Base Fortnightly Rate will be paid by Optus Retail fortnightly into your nominated bank account.

## **WHAT ARE MY SUPERANNUATION BENEFITS?**

We will pay you superannuation in accordance with our obligations under the Superannuation Guarantee (Administration) Act 1992 ("SG Act"). The rate for superannuation contributions required to be made under the SG Act is currently 9.25% of ordinary time earnings.

The Optus Group Superannuation Plan is the default superannuation fund for Optus Retail employees, however you can request to have your contributions directed to another complying fund other than the Optus Retail Superannuation Plan.

If you are a member of our default superannuation fund, you will be eligible to receive insurance cover as offered by that fund.

You may elect to make superannuation contributions in addition to the contributions made by Optus Retail. These additional contributions will be treated as salary sacrifice or voluntary contributions. You must inform the payroll department if you wish to make such contributions.

### **CAN I SALARY PACKAGE PART OF MY PAY?**

You may choose to take advantage of salary packaging in accordance with our policies and package part of your 'pre-tax' Base Salary in return for other benefits such as a motor vehicle.

Under a salary packaging arrangement, we make various payments on your behalf from your 'pre-tax' Base Salary rather than from your 'after tax' Base Salary.

### **WHAT AM I EXPECTED TO WEAR AT WORK?**

We take great pride in the Optus brand and our products and services. As you represent our brand, it is our expectation that you must always present yourself in a professional manner.

You will be supplied a uniform on commencement of your employment which will be replaced during your employment when required due to fair wear and tear. Your Base Salary includes an amount to compensate you for laundry related expenses.

You are required to return the uniform at the conclusion of your employment.

### **AM I REIMBURSED FOR WORK RELATED EXPENSES?**

You are entitled to claim reimbursement of all reasonable work related expenses, with prior approval from your manager, as specified in our policies.

### **WHAT DEDUCTIONS CAN OPTUS RETAIL MAKE FROM MY PAY?**

Optus Retail may make deductions from your pay as required by law or under a court order, including a garnishee order.

Optus Retail may also deduct from your pay both during your employment and on termination of your employment any amounts owing to us. This may include, but is not limited to, any outstanding advances in pay or leave, overpayment of your pay or any other entitlement, or any outstanding notice that you have not provided us.

We will notify you of the amount and the reason for the deduction and provide you with the contact details for a HR or payroll officer in case you have any queries in relation to the deduction. If you are under the age of 18, Optus Retail will require your parent or guardian to agree to the deduction in writing.

### **WHAT IF I AM OVERPAID?**

If you are overpaid, you will be expected to let us know so that we can rectify the situation as quickly as possible.

Where an overpayment is made to you, Optus Retail may recover the amount of the overpayment. You will be expected to make any repayment in a lump sum as soon as possible. In exceptional circumstances where a lump sum payment would cause you hardship Optus Retail will consider reasonable requests for payment in instalments.

## **PART 4 – MY HOURS OF WORK**

### **WHAT IS THE SPAN OF ORDINARY HOURS OF WORK?**

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

<b>Monday to Friday:</b>	7am – 10pm
<b>Saturday:</b>	7am – 6pm
<b>Sunday:</b>	8am – 6pm

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

**Monday to Sunday:** 5.30am – 11pm

### MAXIMUM ORDINARY HOURS ON A DAY

You may be rostered to work up to a maximum of 10 ordinary hours on any day.

### HOW WILL MY HOURS BE ROSTERED?

#### THE ROSTER SYSTEM

Optus Retail will take into consideration the following principles in determining how your working hours are rostered:

- the most efficient and effective way of delivering a brilliant experience for our customers; and
- the most effective way of meeting your work, personal development, and workplace health and safety needs.

Your ordinary hours of work will be rostered over a maximum 4 week roster cycle.

All employees will be rostered and required to work a reasonable level of late night trade and weekend shifts during their 4 week roster. To meet business needs, additional hours including overtime may need to be performed from time to time.

Optus Retail will prepare a roster displaying start and finishing times for ordinary hours of work at least a week prior to the commencement of the roster. Should we be unable to meet this requirement, you will be notified when the roster for the upcoming four week period will be available. It is your responsibility to regularly check the roster to ensure you are aware of upcoming shifts.

#### ROSTER CHANGES

We may during times of unforeseen circumstances provide less than 24 hours' notice of a change to your roster. If this occurs, Optus Retail will ensure you are notified of the change as soon as possible either in person or via telephone.

A minimum of 7 days' notice will be provided for permanent changes to the roster, unless the majority of employees affected by the change agree with Optus Retail to a lesser period of notice.

### WHAT LOADINGS WILL I RECEIVE?

#### WEEKENDS AND PUBLIC HOLIDAYS

To compensate you for working weekends and on public holidays, you will receive the following loadings:

**Saturday:** Full-time and part-time employees rostered to work on a Saturday will be entitled to a loading of 15% of your Base Hourly Rate. This clause does not apply to casuals.

**Sunday:** Full-time, part-time and casual employees rostered to work on a Sunday will be entitled to a loading of 50% of your Base Hourly Rate. If you are a casual employee, your Sunday loading is paid instead of your 25% casual loading.

**Public Holidays:** Full-time, part-time and casual employees rostered to work on a public holiday will be entitled to a loading of 100% of your Base Hourly Rate. If you are a casual employee, your public holiday loading is paid instead of your 25% casual loading.

In this Agreement, a public holiday is as defined in the NES.

If you are a Store Manager, you are not entitled to the above loadings. Your Base Salary includes an amount to compensate you for working on these days.

The above loadings are not payable when you work overtime.



## HOW IS OVERTIME PAID?

You will be required to work overtime as reasonably required by Optus Retail. You will only receive payment for overtime if you have been directed to work the overtime by Optus Retail.

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

- in excess of the maximum ordinary hours on a day;
- outside the span of ordinary hours of work as set out in Part 4 – My Hours of Work, except for work on a Public Holiday as you will receive the Public Holiday loading set out in this Agreement instead; or
- in excess of the hours outlined below:
  - if you are a full-time employee, after working more than 152 ordinary hours of work over your 4 week roster cycle;
  - if you are a part-time employee with flexible hours, after working more than 76 hours in a fortnight;
  - if you are a part-time employee with fixed hours of work, after working more than your contracted hours in a fortnight;
  - if you are a casual employee, after working more than 38 hours in one week.

For each day on which overtime is worked, it will be calculated at the rate of time and a half (150%) for the first 3 hours and double time thereafter (200%), calculated on your Base Hourly Rate. For casuals, this means that the overtime rate is paid instead of your 25% casual loading.

If you are a Store Manager, you are not entitled to payment for overtime. Your Base Salary includes an amount to compensate you for this. Time in lieu may be available if you work more than expected amounts of overtime. This is at the discretion of your manager.

## WHEN WILL I TAKE MY BREAKS?

### MEAL BREAKS AND REST BREAKS

The timing and duration of your breaks will be structured by Optus Retail to meet customer and operational requirements.

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

HOURS WORKED	REST BREAK	MEAL BREAK
<b>WORK LESS THAN 4 HOURS</b>	No rest break	No meal break
<b>WORK 4 HOURS OR MORE BUT LESS THAN 5 HOURS</b>	One 10 minute rest break	No meal break
<b>WORK 5 HOURS OR MORE BUT LESS THAN 7 HOURS</b>	One 10 minute rest break	One meal break of at least 30 minutes but not more than 60 minutes
<b>WORK 7 HOURS OR MORE BUT LESS THAN 10 HOURS</b>	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours	One meal break of at least 30 minutes but not more than 60 minutes.
<b>WORK 10 HOURS OR MORE</b>	Two 10 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours	Two meal breaks each of at least 30 minutes but not more than 60 minutes

Unpaid meal breaks do not count as time worked.

## BREAKS BETWEEN WORK PERIODS

You will receive a 10 hour rest period between the completion of work on one day and the commencement of work on the next day. Work includes any reasonable additional hours or overtime.

Where you start work without having had 10 hours off work then we will pay you at double the rate you would be entitled to until such time as you are released from duty for a period of 10 consecutive hours off work. If you are a casual employee, this penalty rate is paid instead of your 25% casual loading. You will not lose any pay for your ordinary time hours during the period of such absence.

## WILL I BE PAID FOR ATTENDING STORE MEETINGS?

Yes. Optus Retail will pay you at your Base Hourly Rate for attendance at store meetings during your ordinary hours of work. You will be paid overtime rates for any attendance at meetings outside your ordinary hours of work. This does not include attendance at non-compulsory events such as our Christmas Party.

You will also be paid to attend any Optus Retail compulsory training. Where the training is for your own professional development and is not necessary for you to perform the core duties of your role, this will not apply.

# PART 5 – MY LEAVE BENEFITS

Optus Retail provides leave benefits in addition to your entitlements under the NES and our policies explain how you can access them.

In summary, the NES provides the following leave entitlements:

- 4 weeks of annual leave each year for full-time employees. Part-time employees are entitled to a pro-rata amount of annual leave depending on their hours of work;
- up to 10 days of paid personal/carer's (sick) leave each year for full-time employees. Part-time employees are entitled to a pro-rata amount of paid personal/carer's leave depending on their hours of work;
- up to 2 days of unpaid carer's leave on each occasion;
- up to 2 days of compassionate (including bereavement) leave on each occasion. Compassionate leave is paid leave for full-time and part-time employees, and unpaid leave for casual employees;
- up to 12 months of unpaid parental leave for long term casual employees and full-time and part-time employees who have completed at least 12 months continuous service with Optus Retail, with a right to request a further 12 months of unpaid parental leave;
- up to 10 days of paid jury service leave for full-time and part-time employees;
- unpaid leave for certain community service activities; and
- long service leave consistent with state long service leave legislation.

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

## ANNUAL LEAVE

### WHEN CAN I TAKE ANNUAL LEAVE?

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

### CAN I "SELL" SOME OF MY ANNUAL LEAVE?

Yes. We understand that on occasion, you'd value the additional cash rather than taking the corresponding annual leave. Optus Retail's leave policies will provide for the opportunity to "sell" some of your annual leave back to Optus Retail each year provided that:

- any agreement to sell leave will be in writing; and
- you will have at least 4 weeks' annual leave after you have sold the amount of annual leave.

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

### **CAN I BE REQUIRED TO TAKE ANNUAL LEAVE?**

Yes. In limited circumstances we might ask you to take some of your leave, for example, if you have accrued too much annual leave (more than 4 weeks) and don't have any foreseeable plans to take it, or if we are shutting down some or all of our stores (or perhaps reducing down to skeleton staff) for a period.

We will always talk to you before we require you to take annual leave and try to work out another solution or a plan of action so that we can avoid having to ask you if we can.

### **CAN I "BUY" EXTRA ANNUAL LEAVE?**

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

### **WILL I BE PAID ANY LOADINGS WHILST ON ANNUAL LEAVE?**

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

## **PARENTAL LEAVE**

### **AM I ELIGIBLE FOR PAID PARENTAL LEAVE?**

Optus Retail's leave policies will ensure that provided you are a full-time or part-time employee and are eligible for unpaid parental leave under the NES, you can receive 8 weeks of paid parental leave if you are the primary carer for a child. Your period of paid parental leave is taken at the same time as your period of unpaid parental leave.

If you are adopting and you are the primary carer, this is considered parental leave and you will also receive this benefit.

### **I'M THE SECONDARY CARER, DO I GET ANY LEAVE BENEFITS TO SPEND SOME TIME WITH MY FAMILY?**

Provided you are a full-time or part-time employee and meet the NES eligibility requirements for unpaid parental leave, you will receive up to 2 weeks of paid partner leave to spend time with the new addition to your family. Your period of paid partner leave will reduce your period of unpaid parental leave. Under the NES, a secondary carer can take up to 8 weeks unpaid parental leave at the time of the birth of the child or adoption.

### **WHAT HAPPENS IF A PUBLIC HOLIDAY FALLS DURING MY PERIOD OF PAID LEAVE?**

If a public holiday falls during the period of paid parental leave or paid partner leave, your paid leave period will not be extended to provide additional time in place of the public holiday.

### **WHAT HAPPENS IF I BECOME PREGNANT AGAIN DURING MY PERIOD OF PAID OR UNPAID PARENTAL LEAVE? WILL I GET FURTHER PAID LEAVE ENTITLEMENTS?**

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

## **BEREAVEMENT LEAVE**

In the unfortunate circumstances where a member of your immediate family or household passes away, Optus Retail will provide you up to 5 days of paid bereavement leave. You may be requested to provide evidence to support your absence in accordance with Optus Retail's policy.

## **CAREER BREAK**

Optus Retail will introduce a Career Break Policy within 3 months of the Agreement being approved by the Fair Work Commission. All approved Career Breaks will require you to utilise all of your accrued annual leave and long service leave (where applicable) with the remainder of your career break being treated as unpaid.

## **LEAVE WITHOUT PAY**

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

## **WHAT HAPPENS IF I AM ABSENT FROM DUTY WITHOUT AUTHORISED LEAVE (AWOL)?**

As a member of our team, we, your fellow team members, and our customers rely on you to provide a leading customer experience. As such, if you are absent from duty without authorised leave, your absence will be treated as unauthorised and you will not be entitled to payment for the period of your absence. All periods of absence without authorised leave may also be subject to disciplinary action up to and including dismissal.

If you are absent for 5 days without authorised leave and you have failed to contact your manager to provide a reasonable explanation for your absence you will have abandoned your employment and your employment will cease at the end of those 5 days. If you have abandoned your employment, you will only be entitled to payment up to the last day that you worked.

# **PART 6 – LEAVING OPTUS RETAIL**

## **WHAT HAPPENS WHEN I LEAVE OPTUS RETAIL?**

### **DURING YOUR PROBATION PERIOD**

Please refer to Part 2 above for information regarding termination of your employment during your probation period.

### **RESIGNATION**

If you are a full-time or part-time employee and you wish to resign from your employment with Optus Retail, you must provide us with 4 weeks' written notice.

If you are a casual employee, you must provide 1 hour's written notice of your resignation.

We may choose to pay you in lieu of your notice period.

If you resign and do not provide the notice required, you will forfeit your pay for the notice period not provided.

Unless Optus Retail agrees, your notice of termination of employment cannot run concurrently with a period of annual or long service leave.

### **NOTICE OF TERMINATION BY US**

If you are a full-time or part-time employee, your employment may be terminated by us if we provide you with 4 weeks' written notice. If you are a full-time or part-time employee over the age of 45 years and have completed at least 2 years of continuous service with Optus Retail, we will provide you with an additional week's notice of termination of employment.

If you are a casual employee, your employment may be terminated by us if we provide you with 1 hour's written notice.

We may choose to pay you in lieu of your notice period.

### **SUMMARY DISMISSAL**

Optus Retail may terminate your employment at any time without notice in circumstances justifying summary dismissal, such as serious misconduct.

## WHAT HAPPENS IF MY ROLE IS MADE REDUNDANT?

If your position has become redundant and your employment is terminated by Optus Retail as a consequence of us not being able to find you suitable alternative employment, you will receive a severance payment of 4 weeks' Base Salary for 1 year's completed service and then 3 weeks' Base Salary per completed year of service for each subsequent year.

Your total severance payment will not exceed 44 weeks' remuneration. Any severance payment under this Agreement includes payment in respect of any entitlement to redundancy pay under the NES.

You will not be entitled to a severance payment under this clause where we find you suitable alternative employment. Suitable alternative employment will involve a consideration of a role suited to your skills or a role which, with some training, you will be able to perform at a competent level.

In addition to your severance payment, you will also be entitled to be paid for any accrued but unused annual and long service leave entitlements in accordance with the NES. You will also be entitled to notice of termination, or a payment in lieu of notice, in accordance with this Agreement.

This clause does not apply to casual employees.

# PART 7 – INDIVIDUAL FLEXIBILITY, CONSULTATION AND DISPUTE RESOLUTION

## WHAT IF THE TERMS OF THE AGREEMENT PREVENT US FROM BEING ABLE TO COME TO AN INDIVIDUAL AGREEMENT ABOUT HOW THINGS SHOULD WORK?

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

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

### CASE STUDY: THE BENEFITS OF AN IFA

Dave is a full-time retail consultant at Optus Retail. Dave's employment is covered by the Optus Retail Agreement 2013 which includes a flexibility term allowing IFAs to be made about the hours an employee works within the Agreement's span of hours.

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

The terms outlining how we enter into an IFA are as follows:

- (1) If you are covered by this Agreement, we may agree to make an IFA to vary the effect of terms of the Agreement if:
  - (a) the IFA deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates; or
    - (iv) allowances;
  - (b) the arrangement meets our genuine needs in relation to 1 or more of the matters mentioned in paragraph (a);

- (c) the arrangement is genuinely agreed to by you and Optus Retail; and
  - (d) the arrangement is entered into following the commencement of your employment.
- (2) Optus Retail will ensure that the terms of the IFA:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009;
  - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (c) result in you being better off overall than you would be if no arrangement was made.
- (3) Optus Retail will ensure that the IFA:
- (a) is in writing;
  - (b) includes the names of the parties to the IFA i.e. you and Optus Retail;
  - (c) is signed by you and an appropriate representative of Optus Retail and if you are under 18 years of age, signed by your parent or guardian;
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement;
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) Optus Retail will give you a copy of the IFA within 14 days after it is agreed to.
- (5) You and Optus Retail may terminate the IFA:
- (a) by giving 28 days' written notice to the other party to the arrangement; or
  - (b) a lesser period where Optus Retail and you agree in writing at any time.

## WHAT HAPPENS IF THERE IS A SIGNIFICANT CHANGE AT WORK WHICH AFFECTS ME?

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

## HOW ARE ISSUES RESOLVED UNDER THIS AGREEMENT?

We want to provide a productive, rewarding, enjoyable work environment for our employees. This environment should be characterised by co-operation, mutual respect and open communication directly between management and employees.

This clause sets out the procedures to be followed for preventing and settling disputes between you and Optus Retail about matters arising under this Agreement and in relation to the National Employment Standards.

While any issue in dispute is being addressed through the below procedure, you must not perform your duties in a way which causes any disruption to the operation of Optus Retail's business.

## THE STEPS

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

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

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

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

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

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

- Step 3:** If there is still an unsatisfactory resolution to the matter after taking the steps set out at Step 1 and Step 2, the matter will be raised with the Director of Retail and/or the relevant Director of Human Resources.
- Step 4:** If the matter is not resolved at Step 3 and you wish to escalate the issue to be addressed, Optus Retail may engage a Human Resources Representative independent of the issue or the Employee Relations team to consider the matter.
- Step 5:** Should the above steps fail to resolve the issue, Optus Retail acknowledges your right to seek assistance from a representative to represent your interests who must then, in the first instance, seek discussions through direct consultation with Optus Retail Human Resource management.
- Step 6:** If these discussions are unsuccessful you or Optus Retail can refer the matter to the Fair Work Commission for conciliation. The Fair Work Commission's role is limited to providing assistance in an attempt to resolve the dispute.
- Step 7:** If conciliation does not resolve the issue, you and Optus Retail may agree to ask the Fair Work Commission to arbitrate the dispute.

Either you or Optus Retail may appoint a representative (including a legal practitioner) for the purposes of Step 6 or Step 7.

# SCHEDULE 1 – CLASSIFICATION STRUCTURE

JOB CLASSIFICATION	MINIMUM RATE	JOB DESCRIPTION
<b>RETAIL CONSULTANT</b>	\$38,500	<ul style="list-style-type: none"> <li>• Reports to Store Manager</li> <li>• Accountable for: Keeping up to date with latest products and services and providing customers with the best solution based on their needs</li> <li>• Key Responsibilities include:               <ul style="list-style-type: none"> <li>– Delivering brilliant service with every customer interaction including sales of Optus products and services and responding to customer enquiries</li> <li>– Understanding the customer's story and finding the best solutions for their needs</li> <li>– Resolving customer issues and knowing when to escalate issues to the Store Manager if required</li> <li>– Keep up to date with the latest product knowledge to better serve our customers</li> <li>– Achievement of Customer and Sales KPI's</li> <li>– Ensure a high standard of store &amp; product presentation</li> <li>– Demonstrate effective visual merchandising of the store</li> <li>– Complete ordering and processing inventory as required</li> <li>– Processing of customer sales</li> <li>– Processing repairs</li> <li>– Other duties as required</li> </ul> </li> </ul>
<b>SPECIALIST RETAIL CONSULTANT</b>	\$41,850	<ul style="list-style-type: none"> <li>• Reports to Store Manager</li> <li>• Accountable for: Managing complex customer enquiries/issues and providing specialist services in store</li> <li>• Key Responsibilities include:               <ul style="list-style-type: none"> <li>– Performs the duties required of a Retail Consultant</li> <li>– Acting as a subject matter expert in store on various products and services</li> <li>– Coaching and Mentoring Retail Consultants to further develop their knowledge of products and services</li> <li>– Achievement of Customer and Sales KPI's</li> <li>– Ensure a high standard of store &amp; product presentation</li> <li>– Demonstrate effective visual merchandising of the store</li> <li>– Complete ordering and processing inventory as required</li> <li>– Processing of customer sales</li> <li>– Processing repairs</li> <li>– Other duties as required</li> </ul> </li> <li>• Specialist Retail Consultant roles include, but are not limited to:               <ul style="list-style-type: none"> <li>– Concierge</li> <li>– Guru</li> <li>– Business Specialist</li> </ul> </li> </ul>




<b>ASSISTANT STORE MANAGER</b>	\$45,120	<ul style="list-style-type: none"> <li>• Reports to Store Manager</li> <li>• Accountable for: Supporting the Store Manager in the day to day operations and performance of the store</li> <li>• Key Responsibilities include: <ul style="list-style-type: none"> <li>– Performing the duties required of a Retail Consultant and Specialist Retail Consultant</li> <li>– Supporting the Store Manager in the development and mentoring of Retail Consultants and Specialist Retail Consultants to deliver a brilliant customer experience</li> <li>– Assisting the Store Manager to maximise the team's performance at every opportunity</li> <li>– Managing customer escalations through to resolution when the store manager is not available</li> <li>– Motivating the team to meet performance objectives</li> <li>– Achievement of Customer, Sales, and team engagement KPI's</li> <li>– Lead daily team huddles in conjunction with the Store Manager</li> <li>– Assist in the development of effective rostering to meet Customer, Business &amp; team outcomes</li> <li>– Other duties as required</li> </ul> </li> </ul>
<b>STORE MANAGER 1</b>	\$48,880	<ul style="list-style-type: none"> <li>• Reports to Area Manager</li> <li>• Store Manager for Tier 3 and Tier 4 Optus Retail stores</li> <li>• Accountable for the direct management of the Optus Retail store team and its performance</li> <li>• Key Responsibilities include: <ul style="list-style-type: none"> <li>– Direct management of the store team</li> <li>– Leading and motivating the team to deliver a brilliant customer experience with each customer interaction</li> <li>– Maximising the stores sales performance on a range of products and services</li> <li>– Coaching and development of all store employees</li> <li>– Responding to and resolving customer issues that have been escalated</li> <li>– Managing the stores productivity through effective time and attendance and labour cost management</li> <li>– Addressing performance/behavioural issues as they arise</li> <li>– Achievement of Customer, Sales, EBITDA and Team engagement KPI's</li> <li>– Lead daily team huddles</li> <li>– Development of effective rostering to meet Customer, Business &amp; team outcomes.</li> <li>– Ensure a high standard of store &amp; product presentation</li> <li>– Demonstrate effective visual merchandising of the store.</li> <li>– Complete ordering and processing inventory as required</li> <li>– Processing of customer sales</li> <li>– Processing repairs</li> </ul> </li> </ul>

<p><b>STORE MANAGER 2</b></p>	<p>\$53,580</p>	<ul style="list-style-type: none"> <li>• Reports to Area Manager</li> <li>• Store Manager for Tier 2 Optus Retail stores</li> <li>• Accountable for the direct management of the Optus Retail store team and its performance</li> <li>• Employees at this level will have the same responsibilities however will have greater accountability than a Store Manager 1</li> </ul>
<p><b>STORE MANAGER 3</b></p>	<p>\$59,220</p>	<ul style="list-style-type: none"> <li>• Reports to Area Manager</li> <li>• Store Manager for Tier 1 Optus Retail stores</li> <li>• Accountable for the direct management of the Optus Retail store team and its performance</li> <li>• Employees at this level will have the same responsibilities however will have greater accountability than a Store Manager 1 and Store Manager 2</li> </ul>

# SIGNATURE PAGE

## EXECUTED AS AN AGREEMENT:

### SIGNED FOR OPTUS RETAILCO PTY LIMITED BY ITS REPRESENTATIVE



Signature of Authorised Officer

RICK GRAHAM

Name of Authorised Officer (print)

1 LYON PARK RD NTH RYAB

Address of Authorised Officer

Director - OPTUS RETAIL

Office held by Authorised Officer

18.9.2013

Dated

### SIGNED FOR AND ON BEHALF OF AN EMPLOYEE AUTHORISED REPRESENTATIVE



Signature of Authorised Representative

Tara Perrin

Name of Authorised Representative (print)

Shop 48B, 114-118 George Street,  
Beenleigh, Qld, 4207

Address of Authorised Representative

Store Manager (employee to be covered by this Agreement)

Explanation of Authority of Authorised Representative

17.09.2013

Dated

**Application for approval of the *Optus Retail Agreement 2013*  
Fair Work Commission  
AG2013/9522**

**UNDERTAKING**

Pursuant to section 190 of the *Fair Work Act 2009* (Cth) (**the Act**), Optus Retailco Pty Ltd ABN 80 092 221 406 hereby undertakes to the Fair Work Commission that:

**Dispute settlement procedure**

Employees covered by the *Optus Retail Agreement 2013* (**Agreement**) will be able to appoint a representative to represent them at any stage of the dispute settlement procedure set out in the clause "*How are issues resolved under this Agreement?*" at pages 17 and 18 of the Agreement.

**Signed for Optus Retailco Pty Ltd by its representative:**

  
\_\_\_\_\_  
**Signature of Authorised Officer**

*Rick Cassam*  
\_\_\_\_\_  
**Name of Authorised Officer (print)**

*1 LYONPARK RD, NTH RYDE*  
\_\_\_\_\_  
**Address of Authorised Officer**

*DIRECTOR - OPTUS RETAIL*  
\_\_\_\_\_  
**Office held by Authorised Officer**

*28/10/13*  
\_\_\_\_\_  
**Dated**

Application for approval of the *Optus Retail Agreement 2013*  
Fair Work Commission  
AG2013/9522

**UNDERTAKING**

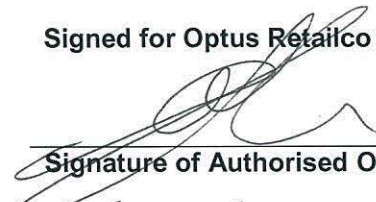
Pursuant to section 190 of the *Fair Work Act 2009* (Cth) (**the Act**), Optus Retailco Pty Ltd ABN 80 092 221 406 (**Optus Retail**) hereby undertakes to the Fair Work Commission:

**Review for extended trading store employees**

This undertaking applies to Optus Retail employees who work in a store with trading hours that extend beyond 10pm Monday to Friday, or 6pm on a Saturday or Sunday.

Every 6 months, and on the termination of an employee's employment, Optus Retail will conduct a review of the remuneration received by the employee under the *Optus Retail Agreement 2013 (Agreement)* in comparison to what the employee would have received if they had been paid in accordance with the *General Retail Industry Award 2010 (Award)*. If the review identifies that the employee would have received more remuneration under the Award during that period, Optus Retail will make a lump sum payment to the employee equal to the difference in remuneration (less tax).

Signed for Optus Retailco Pty Ltd by its representative:

  
\_\_\_\_\_  
Signature of Authorised Officer

RICK GRAHAM  
\_\_\_\_\_  
Name of Authorised Officer (print)

1 LYONPARK RD, NTH RYDE  
\_\_\_\_\_  
Address of Authorised Officer

DIRECTOR - OPTUS RETAIL  
\_\_\_\_\_  
Office held by Authorised Officer

1/11/13  
\_\_\_\_\_  
Dated