

EPA18

Information

Pack

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Introduction to your EPA18 Information Pack

Since July, we have been working on the renewal of the Optus Employment Partnership Agreement (EPA) for another three years.

The EPA has been a feature of our challenger culture since 1994 and renewing it is important because it provides certainty of your base terms and conditions of employment.

After consideration of your feedback and suggestions and completing the formal bargaining process, we're now ready to share the proposed Optus Employment Partnership Agreement 2018 (EPA18) with you so that you consider it prior to casting your vote in the upcoming confidential ballot.

Key changes

The proposed EPA18 builds on the current EPA15 benefits - it will not reduce any of the current EPA15 terms but will simply add improvements to enhance our overall employment offering with increased flexibility and choice for our employees. These include:

- Making superannuation payments on unpaid primary carer parental leave so that we can make a difference for our employees in the future.
- Implementing a gender-neutral approach to Parental Leave to make it easier for employees to have the freedom to share caring responsibility within the first year by:
 1. Giving employees the freedom to choose who the primary carer will be from the time of birth regardless of gender; and
 2. Giving employees who are the primary carer the same access to 12 weeks total paid leave within the first year.
- Supporting employees who become long term foster or kinship carers with leave.
- Allowing our new employees who have less than 1 year's tenure the ability to buy leave under our Flex Leave Policy.
- Broadening Carer's Leave to provide employees the ability to request time off in relation to close family and friends, as well as specifying the ability for employees to use Carer's Leave to attend medical appointments to support loved ones.
- Removing youth rates so that all employees, regardless of age, are paid at least the minimum of the adult rate for the role that they perform.
- Improving redundancy pay by providing employees with 10 or more years' service an additional week of redundancy pay, and increasing the redundancy cap from 46 weeks to 48 weeks' pay.

When reviewing your Information Pack please remember that Optus is currently operating in a highly competitive, fast paced and changing environment. We remain committed to making Optus an even greater place to work by enhancing our minimum terms and conditions while needing to make sure that our employment offering is sustainable in the face of increased competition. We believe that the proposed EPA18 strikes the appropriate balance for Optus and our people.

Documents

Two versions of the proposed EPA18 can be downloaded on the EPA Espresso site and accessed here using the links provided:

- A copy of the [tracked changed version](#) to the current agreement (EPA15) so the difference between the two agreements can be compared; and
- A copy of the [proposed EPA18](#) that we will be asking you to vote on with the proposed changes incorporated.

We've also included the following material in this Information Pack to explain EPA18 in more detail:

- An overview of the proposed changes in EPA18; and
- A summary of all the EPA18 terms and what it means for you.

EPA18 Information Sessions

We want you to be fully informed about the proposed EPA18 so that you're ready to make your vote count – that's why we'll be running virtual classroom information sessions so that you can learn more about it as well as give you a chance to ask questions.

You can register for '[EPA18 – What You Need To Know](#)' via HRCentral Learning for the following dates:

- Wednesday 17 October at 1pm – 2pm (AEDST); or
- Thursday 18 October at 10am – 11am (AEDST); or
- Friday 19 October at 11:30am – 12:30pm (AEDST).

If you can't attend any of the above information sessions, you can watch the recording later via HR Central Learning at a time that suits you.

Eligibility to Vote

Only people who will be covered by the proposed EPA18 are eligible to vote in the confidential ballot. This includes all Optus employees in grades 6 – 13, as well as employees in certain Engineering and Technical Services grade 14 roles.

If you're not sure about your eligibility to vote, please contact the [EPA18 dropbox](#).

Confidential Ballot

The ballot for EPA18 will be conducted by the Australian Election Company (**Aust E Co**) to maintain independence and confidentiality.

The purpose of the ballot is to determine whether a majority of employees who vote agree to the terms and conditions of their employment being covered by the proposed EPA18.

The ballot period will be from **9am, Monday, 22 October 2018 to 2pm, Friday, 26 October 2018** (Australian Eastern Daylight Savings Time).

On the first day of the ballot, Monday 22 October 2018, you will receive an email from the Aust E Co with instructions on how to cast your vote by internet or telephone.

If you're absent during the period of the ballot and your leave has been confirmed in HR Central prior, you'll receive voting instructions in the mail to your home address. If you want to make sure that we've got you in our list of absentee voters, please contact the [EPA18 dropbox](#) to let us know. Similarly, if for some reason you don't receive these voting instructions please contact the [EPA18 dropbox](#).

Aust E Co has also prepared a handy Employee Ballot Frequently Asked Questions to answer some common queries regarding the voting process which is available on the [EPA Espresso Site](#).

Ballot Results

Shortly after voting has concluded and the ballot period has closed, the results of the ballot will be counted and verified by Aust E Co. After this time, we will notify you as early as possible of the result of the ballot.

If a majority of votes who cast a valid vote are in favour of EPA18, we will then make an application to the Fair Work Commission for EPA18 to be approved.

Approval

The Fair Work Commission is required to make sure that employees are better off overall under the proposed EPA than compared with the relevant modern award being the [Optus Award 2015](#).

The proposed EPA18 will commence seven days after its approval by the Fair Work Commission and any proposed changes will only commence at that time.

Questions

If you have any questions about the proposed EPA18 or voting process, please contact the [EPA18 dropbox](#). You can also check out the [EPA18 Espresso site](#) for more information.

I encourage you to vote 'yes' for EPA18 so that together, we can create an even greater place to work because at Optus, we don't sit back and let the future happen to us – we're out there making it.



Vaughan Paul
Vice President, Human Resources & Acting Vice President, Digital Consumer
11 October 2018

Overview of Proposed Changes



To prepare you for the upcoming confidential employee ballot for the proposed EPA18 we've put together this overview to provide you with an understanding of all the changes introduced in the proposed EPA18 when compared to the current terms of the Optus Employment Partnership Agreement 2015 (EPA15) so that you're fully informed and ready to vote.

Also available on our [EPA Espresso site](#) is a copy of the [tracked changed version of the current EPA18](#) so the difference between the two agreements can be compared. If you do not have access to Espresso and wish to obtain a copy, please contact the EPA18 dropbox (EPA2018@optus.com.au) for a copy to be sent to you via email.

If you have any questions regarding the terms of the proposed EPA18 and/or their effect on you, please chat to your Leader or contact the EPA18 dropbox.

This overview is compiled in order in which the changes appear in EPA15 and EPA18.

Table of Contents

- The contents page has been updated to reflect the amended numbering as a result of the removal of clause 7.6 Youth Rates. See 7.6 for further information.

Clause 1 – Introduction

- The date of the proposed EPA has changed from 2015 to 2018.
- This is an administrative change reflecting the new title of the agreement.

Clause 5.6 (c)(ii) – Individual Flexibility Arrangements

- The reference to 'employer' has been changed to 'employee' so that the intent of the clause is correctly reflected. This is an administrative change to fix an administrative error.

Clause 5.9 – Redundancy

- This clause has been amended to reflect two key changes:
 1. Providing employees who have 10 or more years of completed service an additional week's redundancy pay.
 2. Increasing the maximum severance payment from 46 weeks to 48 weeks.

Clause 7.2 – Job Classifications/Minimum Rates

- The dates in clause 7.2 (h) have been updated to reflect that Optus will increase the minimum rate for each classification at 1 July 2019, 1 July 2020 and 1 July 2021 as published by the Australian Bureau of Statistics for 2018/2019, 2019/2020 and 2020/2021.

Clause 7.6 – Youth Rates

- This clause has been removed so that all employees, regardless of age, are paid at least the minimum of the adult rate.

Clause 7.7 – Payments

- This clause has been renumbered to clause 7.6 in the proposed EPA18 as a result of the Youth Rates clause being removed.

Clause 7.8 – Superannuation

- This clause has been renumbered to clause 7.7 in the proposed EPA18 as a result of the Youth Rates clause being removed.

Clause 7.9 – Expenses

- This clause has been renumbered to clause 7.8 in the proposed EPA18 as a result of the Youth Rates clause being removed.

Clause 8.1 – Annual Leave

- This clause has been amended to remove the eligibility requirement of completing 12 months service to purchase additional weeks of annual leave.

Clause 8.3 – Parental Leave

- This clause has been amended to reflect 3 key changes:
 1. Adopting a gender-neutral approach to parental leave. Optus' current paid parental leave scheme assumes that employees who are birth mothers or an adoptive parent will be the primary carer from the time of birth or placement of the child. The clause has been amended so that the eligibility for paid primary care giver leave is gender-neutral.
 2. Increasing total paid leave employees receive as a partner from 8 weeks to 12 weeks (i.e. 2 weeks paid partner leave at the time of birth and 10 weeks paid primary care giver leave if the employee becomes the primary carer within 12 months of the birth or placement of the child). This is to support parents who become a primary carer at a later stage and enable equal access to paid parental leave benefits to make it easier for parents to share caring responsibility.
 3. Making superannuation contributions to employees on unpaid primary care giver parental leave taken within 12 months of the birth or placement of the child, up to a maximum of 40 weeks leave. This will be made based on the employee's rate of pay immediately prior to the commencement of primary care giver leave. This has been included as a way to address the financial disadvantage resulting from the superannuation deficit that employees experience as a result of taking time out from work to be the primary carer for their child.

Clause 8.7 – Long Service Leave

- This clause has been amended to reflect the change in the Queensland Industrial Relations Act from the 1999 Act to the 2016 Act as well update the relevant provisions. This is a legislative change reflecting the correct new reference to the legislation.
- This clause has also been amended to keep the formatting consistent with the rest of the document by changing the capitalisation of all references to 'Long Service Leave' to lower case. This is an administrative change.

Clause 8.8 – Carer's Leave

- This clause has been amended to reflect two key changes:
 1. Including specific wording that employees can request to take carer's leave in circumstances of providing support to ill or injured members of their immediate family – including attending medical appointments with them.
 2. Providing employees the ability to request carer's leave in relation to significant people in their lives who do not fall within the definition of 'immediately family'. This is in recognition that employees may have relatives and close friends who do not fit within the traditional definition of 'immediate family'.

Clause 8.10 – Other Leave

- This clause has been amended to recognise that Other Leave may be requested if an employee has entered into a long term fostering or kinship arrangement and has primary responsibility of the child at the time of placement. This has been included to recognise the value of fostering and kinship arrangements in the community and the responsibilities that an employee has in such circumstances.

Clause 10 – Training

- This clause has been amended to remove the reference to youth rates as a result of the Youth Rates clause being removed.

Appendix A – Minimum Rates

- These tables have been updated so that the minimum rates for each classification reflect the current 2018 indexed rate.
- These tables have also been amended to change the reference to 'Optus Range Ref' to 'Optus Grade' to reflect commonly used language within Optus. This is an administrative change.



Explanation of the Terms of the Proposed EPA18 and their Effect

In addition to the Overview of Changes included in your EPA18 Information Pack, this document provides a brief summary and explanation of the terms of the proposed Optus Employment Partnership Agreement (2018) (**EPA18**) and their effect. It is intended to highlight and provide a summary of some of the key features of the EPA18 and what it means for you if a valid majority of employees vote 'yes' to EPA18 and it replaces the existing Optus Employment Partnership Agreement (2015) (**EPA15**).

Employees should still carefully review a copy of the full EPA18 that has been made available to you as this document is only a summary of some of the terms of the EPA18. This summary does not form part of the EPA18.

CLAUSE NO.	TITLE	WHAT DOES THIS MEAN FOR ME?
1	Introduction	<ul style="list-style-type: none"> The proposed new agreement will be known as the Optus Employment Partnership Agreement (2018). This clause sets out: <ul style="list-style-type: none"> the Optus Values being Customer Focus, Challenger Spirit, Integrity, Teamwork and Personal Excellence; The commitment of Optus and its employees to work together during the life of the agreement; and Optus and employee obligations. This clause confirms that under EPA18 you will always receive, at a minimum, the entitlements set out in the National Employment Standards (NES). The NES are a set of 10 minimum entitlements for maximum weekly hours, requests for flexible working arrangements, parental leave and related entitlements, annual leave, personal/career's leave and compassionate leave, community service leave, long service leave, public holidays, notice of termination and redundancy pay and the Fair Work Information Statement. The EPA adds to these.
2	Application	<ul style="list-style-type: none"> The clause explains the application of the EPA18 – i.e. who it covers and how it operates in relation to other industrial instruments. The clause is unchanged from EPA15 and applies in the same way. The clause provides that EPA18 will be binding on all employees whose salaries and conditions are intended to be regulated by the Optus Award 2015 (Award) being those employees who are covered by classification structure at Appendix A of EPA18. The Award is Optus' enterprise award. The Award is the instrument that would otherwise apply to employees if no enterprise agreement (i.e. EPA) was in place. The effect of the proposed EPA18 coming into operation is that it would replace EPA15 that currently applies.

CLAUSE NO.	TITLE	WHAT DOES THIS MEAN FOR ME?
		<ul style="list-style-type: none"> As set out in your Information Pack and detailed here - EPA18 builds on the current terms and conditions of EPA15 and Optus has confirmed that it has not reduced any terms and conditions under the proposed EPA18.
3	Duration of Agreement	<ul style="list-style-type: none"> This clause provides that the proposed EPA18 will commence 7 days after it is approved by the Fair Work Commission and will remain in force for 3 years following that date (the 'nominal expiry date'). The proposed EPA18 will continue to operate beyond the nominal expiry date until it is either terminated or replaced by a new enterprise agreement. The effect of this clause is that Optus agrees to commit to the terms and conditions of EPA18 for a further 3 years if the agreement is approved. During this time, the minimum terms and conditions set out in EPA18 will apply. Company policies and benefits will apply in addition to these minimum terms and conditions but will never be less than them because once EPA18 is approved, it will be a legal binding industrial instrument. Company policies can be accessed via the Espresso Site > Guides & Resources > HR@Optus > Policies. The EPA18 will replace the current EPA15 if it is approved.
4	Major Workplace Change	<ul style="list-style-type: none"> This clause is unchanged from EPA15. This clause provides that Optus will consult with employees (and their representative) in circumstances of major workplace change that will have a significant effect on them. Employees may be represented for the purposes of this consultation.
5	Contract of Employment	<ul style="list-style-type: none"> The redundancy clause has been increased as set out below. This clause is otherwise unchanged from EPA15. The clause outlines the types of employment including: full time, block time, part time and casual. Provides for a 25% casual loading and provides casual employees engaged on regular and systematic basis for 12 months with the ability to request to convert to full time or part time employment, subject to a suitable vacant position. Provides that Optus and an employee may enter in to an individual flexibility arrangement in some circumstances. This is a clause required by law to be included in enterprise agreements. The effect of the clause is that it allows for variations to EPA18 in order to meet the genuine needs of Optus and individual employees while ensuring minimum entitlements and protections are not undermined. Importantly, no employee can be made to enter into an Individual Flexibility Agreement, the employee must be better off overall under the arrangement and the arrangement can be terminated with notice by either Optus or the employee covered by it or by agreement between the parties. Provides that new employees are subject to a three month probation period and the period is taken into account for the purposes of continuous service for all purposes of EPA18.

CLAUSE NO.	TITLE	WHAT DOES THIS MEAN FOR ME?
		<ul style="list-style-type: none"> Provides for the appropriate period of notice to be given to terminate an employee's employment (including on resignation). The clause also provides for dismissal without notice in certain circumstances. Provides for a scale of redundancy severance pay (up to a maximum of 48 weeks) and notice of termination on redundancy (where suitable alternative employment is not found). EPA18 introduces an additional week of severance pay for employees who have 10 or more years service, and also increases the scale of the redundancy severance pay to 48 weeks. The current EPA15 has a maximum severance payment of 46 weeks and the Award has a maximum severance payment of 40 weeks. If EPA18 is approved, the new increased scale will apply.
6	Hours of Work	<ul style="list-style-type: none"> There has been no change in this clause when compared to EPA15 and EPA18 will operate in the same way that exists today. This clause defines ordinary hours of work, core hours and non core hours as well as the rate of pay applied for certain hours. It also provides for: <ul style="list-style-type: none"> overtime rates, sets out when overtime is payable and the ability to take it as time off in lieu of overtime by request; definition of shifts, when the shift loadings are payable, and how shift work arrangements are to take place; an additional week of annual leave for 7 day shift workers; and the requirements for introducing shifts of more than 10 ordinary hours and up to 12 hours. Core hours are the hours between 7am to 7pm (or as varied in accordance with the clause). Ordinary hours of work of full time employees, other than Retail employees and those working rostered shifts will be as set out in the agreement (i.e. 38 hours per week or 76 per fortnight, Monday to Friday). Provides for a maximum number of 10 ordinary hours to be worked in a day, except by agreement. This does not apply to current arrangements where an employee or area of the business is working more than 10 ordinary hours. Provides that Optus will consult with employees about a change to their regular roster or ordinary hours of work and sets out a process Optus will follow when consulting with employees. The clause also sets out the rate of pay applicable for work within core, non core or outside ordinary hours: <ul style="list-style-type: none"> (i) The core rate (ordinary rate) applies for all ordinary hours worked within core hours;

CLAUSE NO.	TITLE	WHAT DOES THIS MEAN FOR ME?
		<p>(ii) The non-core rate applies for all rostered ordinary hours of work starting and finishing either side of core hours (This work is defined as shift work under the agreement and clause 6.9 Shift Work Arrangements explains in detail the terms in relation to shift work); and</p> <p>(iii) The overtime rate applies for all hours worked in excess of the ordinary hours.</p> <ul style="list-style-type: none"> Employees performing shift work will be paid the following loadings for shifts worked: <ul style="list-style-type: none"> Afternoon shift (shift finishing after 7pm and at or before 12am) – 15% of the core rate. Night shift (shift finishing after 12am and where majority of hours are before 7am) – 20% of the core rate (unless continuous night shift). Morning shift (shift starting after midnight and before 7am and finishing after 7am and where majority of hours are before 7am) – 10% of the core rate. Continuous night shift (night shift continuously worked for a period exceeding 4 weeks) – 30% of the core rate instead of the 20% night shift above. Saturday shift (shift where major part is worked between 11pm Friday and 12am Saturday) - 50% of the core rate. Sunday shift (shift where major part of the work is performed between 11pm Saturday and 12am Sunday) – 100% of the core rate. Public holiday shift (shift where major part is between 11pm on the night preceding a public holiday and 12am on the public holiday) – 150% of the core rate. Provides that shift loadings (set out above) are not payable in respect of overtime, while on call or on periods of leave other than annual leave. To ensure that shift workers are not disadvantaged when taking annual leave – there is an average shift loading (applied over a 1 year period) calculated and paid on the employees annual leave. Employees who have worked less than 1 year will receive an average loading calculated by reference to the year that they have worked. Provides for unscheduled customer servicing/on-call. Sets out payments for rostered on-call arrangements and non rostered call out periods. Sets out a minimum break after certain overtime and unscheduled servicing. Provides for a rest break of a minimum of half an hour to be taken not later than five hours after commencing duty (to be taken within operational requirements). Other breaks may be provided where deemed reasonable by management.

CLAUSE NO.	TITLE	WHAT DOES THIS MEAN FOR ME?
		<ul style="list-style-type: none"> Provides for a partial exemption for certain job groupings identified in Appendix A. The partial exemption exempts identified positions from the following provisions of the Agreement: ordinary hours of work, start and finish times, overtime and unscheduled customer servicing/on-call.
7	Classifications Minimum Rates and Remuneration	<ul style="list-style-type: none"> This clause sets out the job classification structure at Optus and allocation of positions to a classification in the agreement and grade. Sets out Optus' remuneration management including an annual review of remuneration for eligible employees and an Optus General Incentive Plan for eligible employees. This clause solidifies Optus' continued commitment to retain its General Incentive Plan (i.e. performance bonus) for the life of the agreement. Provides for a higher duties payment where employees are directed to perform duties in a grade higher than their usual grade for more than two consecutive months in a secondment. Provides for the minimum rates for each classification to be increased at 1 July 2019, 1 July 2020 and 1 July 2021 – in accordance with the relevant Consumer Price Index (CPI) as at April in each of the years. This clause is updated in EPA18 to reflect the new agreed term of the agreement (being the next 3 years) and the movement of the minimum rates for each grade within the classification structure by CPI. The annual remuneration review process will be retained which will determine annual salary increases based on performance. Optus may, at its discretion and on terms determined by Optus, facilitate employee share ownership in SingTel Limited for full time and part time employees. Provides that an employee's remuneration is inclusive of annual leave loading. There are no youth rate provisions in the proposed EPA18 – the relevant clause from EPA15 has been deleted. This has the effect that employees under the age of 21 will now be paid the full adult rate regardless of age for the same value work. Provides for fortnightly or, for certain employees, monthly pay. Provides for the reimbursement / payment of certain work related expenses i.e. travel, work, health and safety training and relocation. Provides for employee choice of superannuation fund, and where an employee does not exercise choice the contributions will be made to a fund determined by Optus. Provides for reimbursement of reasonable travelling, Work, Health and Safety training, and relocation expenses in certain circumstances.

<div> <div>CLAUSE NO.</div> <div>TITLE</div> </div>	<div>WHAT DOES THIS MEAN FOR ME?</div>
<div> <div>8</div> <div>Leave Provisions</div> </div>	<ul style="list-style-type: none"> Sets out Annual Leave, Sick Leave, Parental Leave, Jury Leave, Bereavement & Compassionate Leave, Public Holidays, Long Service Leave, Carer's Leave, Emergency Services Leave and Other Leave. Annual Leave, Parental Leave, Carer's Leave and Other Leave have improved under the proposed EPA18 as set out below. <p>Annual Leave</p> <p>This clause provides for 4 weeks annual leave per year of service accumulating on a pro-rata basis. It also provides for the ability to sell or purchase Annual Leave, subject to eligibility.</p> <p>The current eligibility criteria to /purchase annual leave under EPA15 includes the condition of employees having at least 12 months of service at the start of the forthcoming flex term. EPA18 removes this requirement because of the recognition that new employees may need some time off too so this will enable these employees to boost their annual leave entitlement by purchasing annual leave.</p> <p>Parental Leave</p> <p>The existing EPA15 paid parental leave benefits provide for:</p> <ul style="list-style-type: none"> Up to 12 weeks' paid parental leave for the primary carer and Up to 8 weeks' paid parental leave for the spouse which is comprised of: 2 weeks at the time of birth (concurrent leave); and 6 weeks if the spouse becomes the primary carer within the first 12 months enabling the parents to "pass the baton" up to 12 months unpaid parental leave with a right to request a further 12 months unpaid parental leave <p>Whilst Optus is proud of the current parental leave scheme, to support employees and their families, there are opportunities to make some improvements and refinements. The new Parental Leave clause in EPA18 provides:</p> <ul style="list-style-type: none"> Superannuation contributions to employees during the first year of unpaid Primary Carer Parental Leave; Introducing a gender-neutral approach to Parental Leave by:

CLAUSE NO.	TITLE	WHAT DOES THIS MEAN FOR ME?
		<p>1. Giving employees the freedom to choose who the primary carer will be from the time of birth regardless of gender</p> <p>Optus' current paid parental leave scheme assumes that employees who are birth mothers or an adoptive parent will be the primary carer from the time of birth or placement of the child.</p> <p>Having received feedback from employees, Optus recognises this gap and wants our employees who become parents to have the freedom to choose who the primary carer will be at the time of birth regardless of gender – that's why EPA18 changes the eligibility for primary carer leave to be gender-neutral.</p> <p>2. Giving employees who are the primary carer the same access to 12 weeks total paid leave within the first year.</p> <p>Optus also wants to continue to support parents who become a primary carer at a later stage which is why EPA18 increases the total paid leave employees currently get as a partner from 8 weeks to 12 weeks (i.e. 2 weeks paid leave at the time of birth and 10 weeks paid leave if the employee becomes the primary carer within the first 12 months) so that both parents get equal access to paid parental leave benefits – making it easier for parents to share caring responsibility.</p> <p>The below examples illustrate how the new EPA18 parental leave provision will work:</p> <p><i>Example 1: Peter the Primary Carer from Birth</i></p> <p>Peter, an Optus employee with more than 12 months service, is expecting his second child with his partner. Together, both Peter and his partner discuss that this time around, Peter will be the primary carer for their child and his partner will return to work after the birth of their child.</p> <p>Under Optus' proposed enhancement for EPA18, Peter will be eligible to receive 12 weeks paid primary carer leave at the time of birth.</p> <p>If Peter then chooses to take unpaid primary carer parental leave after his 12 weeks paid primary carer leave, he will also receive superannuation contributions on the unpaid primary carer parental leave taken up to a maximum of 40 weeks leave.</p> <p><i>Example 2: Amara the Primary Carer from 6 months</i></p>

<div> <div>CLAUSE NO.</div> <div>TITLE</div> </div>	<div>WHAT DOES THIS MEAN FOR ME?</div>
	<p>Amara and her partner are newly adopted parents, and Amara's partner has been the primary carer for the child since the time of placement. Amara has been at Optus for more than 12 months and took 2 weeks paid partner leave when the happy couple were placed with their child.</p> <p>It's now been 6 months since adoption and they're looking at changing things up because they want to share their responsibilities equally - by Amara taking on the primary carer responsibilities for their child whilst her partner returns to work. Under Optus' proposed enhancement for EPA18, Amara will be eligible to receive a further 10 weeks paid leave as the primary carer as long as she takes that leave within 12 months from the date of adoption. This gives Amara a total of 12 weeks paid leave under Optus' parental leave scheme.</p> <p>Carer's Leave</p> <p>Carer's Leave is currently available where an employee is unable to attend work requirements as a result of needing to provide short-term care to an ill member of their immediate family, or in an unexpected emergency affecting the immediate family member.</p> <p>Under EPA15, 'immediate family member' is limited to:</p> <ul style="list-style-type: none"> - a member of the employee's household; - a spouse (including a former spouse, de facto spouse, and former de facto spouse) of the employee; and - a child, adult child (including an adopted child, stepchild, foster child, or an ex-nuptial child), parent (including foster parent and step parent), parent-in-law, grandparent, grandchild, sibling of the employee or of the spouse of the employee. <p>In EPA18, the scope of Carer's Leave has broadened to provide employees the ability to request time off in relation to close family and friends.</p> <p>This has been introduced because Optus understands the importance of supporting loved ones, no matter who they may be, and wants to give our employees the ability to request Carer's Leave for those people in their lives that don't fit within the traditional definition of 'immediate family member'. EPA18 introduces into this clause the following reference to enable a broader approach to Carer's Leave than previously adopted:</p>

CLAUSE NO.	TITLE	WHAT DOES THIS MEAN FOR ME?
		<p><i>“Optus recognises the diversity of employees’ lives and the importance for employees to support significant people in their lives who do not fall within the definition of ‘immediate family’. Optus will consider requests for carer’s leave (paid or unpaid) in relation to the employee’s close friends and/or relatives having regard to the individual circumstances.”</i></p> <p>The clause also expressly provides that Carer’s Leave may be used to attend medical appointments to support loved ones. to enable our employees to request Carer’s Leave for these instances too.</p> <p>Other Leave</p> <p>The existing EPA15 provision recognises Optus’ ability to consider requests for leave for other purposes not covered by the other terms in the agreement. Where such leave is approved, it may be either paid or unpaid.</p> <p>Other Leave can be used where an employee experiences domestic violence. It is contained in the “other leave” category as Optus recognises that this should not have to be recorded in Optus systems as being the purpose for which it is being used to protect the privacy of the individual.</p> <p>In addition to this, under EPA18, Optus wants to formally recognise the responsibilities that employees have when they become long term foster carers or kinship carers and support them with the provision of leave. Employees will be enabled through EPA18 to utilise Other Leave for these purposes because Optus recognises the growing need in the community for people to become foster carers or kinship carers and provide long term support to the most vulnerable groups in society – children in need.</p> <p>The other leave provisions that remain unchanged from EPA115 and will continue in line with Optus’ current arrangements include:</p> <ul style="list-style-type: none"> • reasonable paid Sick Leave to be available if employees are unable to attend work as a result of illness or injury. Employees will receive at least the amount provided for under the National Employment Standards. • employees to continue to receive their salary when summoned to attend jury service. • up to 5 days paid Bereavement Leave on the occasion of the death of a member of the employee’s immediate family and household, with additional leave available on a case by case basis.

CLAUSE NO.	TITLE	WHAT DOES THIS MEAN FOR ME?
		<ul style="list-style-type: none"> • 2 days paid Compassionate Leave on the occasion of a member of the employee's immediate family or household having a personal illness/injury which poses a serious threat to their life, with additional leave available on a case by case basis. • an entitlement to gazetted public holidays in the employee's state of employment. • the ability for certain employees to cash out Long Service Leave and the ability to take Long Service Leave at half pay (subject to applicable legislation). • paid Emergency Services Leave of 5 days in a 12 month period. • the effect of Unpaid Leave being that it will not count as service if it is more than 5 consecutive working days but that it shall not break continuity of service.
9	Issue Prevention & Resolution	<ul style="list-style-type: none"> • The clause outlines the process for resolution of employee issues and is unchanged from EPA15. • The clause refers employees to Appendix B of the proposed EPA18 for preventing and settling disputes arising under the proposed EPA18.
10	Training	<ul style="list-style-type: none"> • This clause is unchanged from EPA15. • The clause details Optus' commitment to ongoing and relevant training for the development of Optus employees.
11	Work Environment	<ul style="list-style-type: none"> • This clause is unchanged from EPA15. • The clause acknowledges Optus' commitment to providing a working environment which is free of harassment and unlawful discrimination and to ensure that the working environment is both safe and healthy.
12	Workers' Compensation	<ul style="list-style-type: none"> • This clause is unchanged from EPA15. • The clause provides that Optus will pay the difference between payments received under the workers' compensation legislation and the employee's salary up to a maximum of 52 weeks from the date of injury, subject to the employee's full participation in any approved return to work program.
Appendix A	Minimum Rates	<ul style="list-style-type: none"> • This clause has been updated (increased) from EPA15 to reflect the current rates applicable under each grade as a result of EPA15 adjustments. • This clause outlines the minimum rates applicable for each grade along with a sample of the job groupings that exist across each level. • The classifications are split into three job classifications, each with their own job groupings and partial exemptions. • This clause guarantees the minimum rate applicable for an employee's grade.

CLAUSE NO.	TITLE	WHAT DOES THIS MEAN FOR ME?			
		<ul style="list-style-type: none"> During the life of the agreement and as set out in clause 7 of EPA18, the minimum rates will be adjusted each year on 1 July during the life of the agreement for CPI. Employees will continue to be able to receive over agreement rates of pay in accordance with Optus' remuneration framework as it operates today. The rates of pay in EPA18 are significantly higher than the Award rates of pay. A comparison of the EPA18 minimum rate and the current Award Minimum Rate (as at 1 July 2018) is set out below: 			
		OPTUS GRADE	EPA18 Minimum rate	Award Minimum rate	Difference
		Engineering & Technical Services			
		14 (P4)	\$98,980	\$72,720	36.11%
		13 (P3)	\$85,780	\$68,161	25.85%
		12 (P2)	\$77,145	\$62,407	23.62%
		11 (P1)	\$66,638	\$55,153	20.82%
		10	\$57,534	\$49,358	16.56%
		9	\$52,645	\$46,357	13.56%
		8	\$48,691	\$43,543	11.82%
		7	\$43,541	\$39,821	9.34%
		6	\$39,223	\$37,520	4.54%
		Customer Service and General Support			
		13 (P3)	\$85,780	\$68,161	25.85%
		12 (P2)	\$77,145	\$61,297	25.85%
		11 (P1)	\$66,638	\$52,479	26.98%
		10	\$57,534	\$49,358	16.56%
		9	\$52,645	\$46,357	13.56%

CLAUSE NO.	TITLE	WHAT DOES THIS MEAN FOR ME?			
		8	\$48,691	\$43,543	11.82%
		7	\$43,541	\$39,821	9.34%
		6	\$39,223	\$37,520	4.54%
		Commission Based Sales			
		13 (P3)	\$85,780	\$68,161	25.85%
		12 (P2)	\$77,145	\$61,297	25.85%
		11 (P1)	\$66,638	\$52,479	26.98%
		10	\$57,534	\$49,358	16.56%
		9	\$52,645	\$46,357	13.56%
		8	\$48,691	Reserved	N/A
		7	\$43,541	Reserved	N/A
		6	\$39,223	Reserved	N/A
Appendix B	Issue Prevention and Resolution	<ul style="list-style-type: none"> This clause is unchanged from EPA 2015. The clause sets out the procedure for resolving disputes between an employee and Optus by ensuring that any issues are dealt with cooperatively and using open communication. This procedure is initially internal. Once the internal steps are exhausted, the issue can be referred to an agreed private mediator or arbitrator, or, failing agreement, to the Fair Work Commission. An employee can be represented for the purposes of the issue prevention and resolution steps. 			