

GRIA and David Jones 2012 and David Jones 2018 Agreement Comparison

Clause	GRIA Entitlement	David Jones Enterprise Agreement 2012	David Jones Enterprise Agreement 2018	BOOT – Comparison to Award Better Neutral Worse
Title	[cl 1] This award is the <i>General Retail Industry Award 2010</i> .	[cl1.1] This Agreement will be known as the David Jones Enterprise Agreement 2012 ("Agreement").	[cl1.1] This Agreement will be known as the David Jones Enterprise Agreement 2018 ("Agreement").	
Commencement and transitional	[cl 2.1] This award commences on 1 January 2010. [cl 2.2] The monetary obligations imposed on employers by this award may be absorbed into overaward payments. Nothing in this award requires an employer to maintain or increase any overaward payment.	1.6.1 This Agreement will operate from 7 days after the Agreement is approved by Fair Work Australia. 1.6.2 The nominal expiry date of this Agreement shall be 3 June 2015.	1.6.1 This Agreement will operate from 7 days after the Agreement is approved by the Fair Work Commission. 1.6.2 The nominal expiry date of this Agreement will be 3 years from the date of approval of the Agreement by the Fair Work Commission.	
Definitions and interpretation	[cl 3.1] In this award, unless the contrary intention appears: Act means the <i>Fair Work Act 2009</i> (Cth) adult apprentice agreement-based transitional instrument community pharmacy default fund employee defined benefit member Division 2B State award Division 2B State employment agreement employee employer enterprise award-based instrument exempt public sector superannuation scheme fast food operations general retail industry MySuper product NES on-hire Shop with Departments/Sections standard rate transitional minimum wage instrument video shop	1.9.1 Casual Employee A casual employee means a person engaged on an hourly basis to work when available and as required by David Jones. 1.9.2 Continuous Service Continuous service, for the purpose of leave accruals, includes all service with David Jones from the date of engagement, but shall not include in any anniversary year of accrual: unauthorised absences of more than one week, or any authorised unpaid absence of more than one week. 1.9.3 Extended Family Extended Family, for the purposes of Compassionate Leave, means Immediate Family, clause 1.9.4, and in addition, uncle, aunt, niece and nephew. 1.9.4 Immediate Family for the purposes of Personal/Carer's Leave, includes: spouse (including de facto spouse,	1.8 Definitions 1.8.1 Continuous Service Continuous service is defined as per the <i>Fair Work Act 2009</i> and relevant State and Territory legislation. 1.8.2 Core Hours The hours of work agreed to in writing by a part-time Employee and David Jones as per subclause 6.3.2. 1.8.3 Extended Family Extended Family, for the purposes of Compassionate Leave, means Immediate Family (subclause 0) and in addition, uncle, aunt, niece and nephew. 1.8.4 Immediate Family For the purposes of Personal Leave, includes: spouse (including de facto spouse, spouse from whom the Employee is separated and same sex,	

		<p>spouse from whom the employee is separated and same sex partner), child, (includes step child, foster child, grandchild) parent, (includes step-parent, foster parent and guardian) parent-in-law (including de facto parent-in-law), brother or sister (includes step-brother, step-sister, brother-in-law, sister-in-law), grandparent, grandparent-in-law.</p> <p>1.9.5 Ordinary Hourly Rate</p> <p>The ordinary hourly rate of pay for full-time and part-time employees is 1/38th of the appropriate weekly rate contained in Appendix A.</p> <p>1.9.6 Ordinary Hours of Work</p> <p>Ordinary hours of work means and includes those hours of work which are within the span of ordinary hours contained in Clause 7.1 and are days on which David Jones may lawfully trade.</p> <p>1.9.7 Permanent Employee</p> <p>A permanent employee means either a full-time or part-time employee engaged on weekly, fortnightly or monthly hire.</p> <p>1.9.8 Union</p> <p>Union means the Shop Distributive and Allied Employees Association (SDA).</p>	<p>transgender, intersex and heterosexual partnerships), child, (includes step child, foster child, grandchild) parent, (includes step-parent, foster parent and guardian) parent-in-law (including de facto parent-in-law), brother or sister (includes step-brother, step-sister, brother-in-law, sister-in-law), grandparent, grandparent-in-law.</p> <p>1.8.5 Union</p> <p>Union which is a Registered Organisation, means the Shop Distributive and Allied Employees Association (“SDA”).</p>	
Coverage	[cl 4.1] This industry award covers employers throughout Australia in the general retail industry and their employees in the classifications listed in clause 16— Classifications to the exclusion of any other modern award.	<p>1.4 Incidence and Parties Bound</p> <p>This Agreement binds:-</p> <ul style="list-style-type: none"> a. David Jones Limited trading as David Jones ("David Jones"); b.all employees of David Jones coming within the classification structure in Appendix A; and 	<p>1.3 Incidence and Parties Bound</p> <p>This Agreement binds:</p> <ul style="list-style-type: none"> a. David Jones Limited trading as David Jones ("David Jones"); b. all employees of David Jones coming within the classification structure in Appendix A (“Employees”); and 	

		c. the Shop Distributive and Allied Employees' Association ("the Union").	c. the Shop Distributive and Allied Employees' Association ("the Union").	
Access to award and NES	[cl 5] Must be easily available. Either on a noticeboard or prominent location or through electronic means, whichever makes them more accessible.	[27.1] Posting of Agreement A copy of this Agreement and any variations made will be kept at the workplace, readily accessible to all employees covered by this Agreement. [1.5] This Agreement operates to the exclusion all other certified state or federal agreements and awards.	1.5 Posting of Agreement A copy of this Agreement will be kept at the workplace and readily accessible to all the employees covered by this Agreement.	
NES	[cl 6] The NES and this award contain the minimum conditions of employment for employees covered by this award.		1.4.1 This Agreement operates to the exclusion of all other certified agreements and awards, whether state or federal, and supersedes the David Jones Enterprise Agreement 2012. 1.4.2 This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit to the employee, the NES provision will apply to the extent of the inconsistency.	
Award Flexibility	[cl 7.1] May be made in relation to: (a) arrangements for when work is performed; (b) overtime rates; (c) penalty rates; (d) allowances; and (e) leave loading. [cl 7.2] The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.	[29] Flexibility provision [29.1.1] If David Jones and the union agree that should there be major changes in the department store sector of the retail industry which adversely affect David Jones' capacity to trade effectively that it will be open to any party to this agreement to convene a meeting of the parties to this agreement to discuss the situation and any changes that might be made to this agreement to sustain employment and company viability. Where the parties to this agreement agree on changes to be made to the agreement, the following will apply: Any changes, including any trails of proposed changes which are at variance with	31.1 David Jones and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if: (a) the agreement deals with 1 or more of the following matters: (i) arrangements about when work is performed; (ii) overtime rates; (iii) penalty rates; (iv) allowances; (v) leave loading; and	

	<p>[cl 7.3] The agreement between the employer and the individual employee must:</p> <p>(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and</p> <p>(b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.</p> <p>[cl 7.4] The agreement between the employer and the individual employee must also:</p> <p>(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;</p> <p>(b) state each term of this award that the employer and the individual employee have agreed to vary;</p> <p>(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;</p> <p>(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and</p> <p>(e) state the date the agreement commences to operate.</p> <p>[cl 7.5] The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p>[cl 7.6] Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.</p> <p>[cl 7.7] An employer seeking to enter into an agreement must provide a written proposal to</p>	<p>the provisions of this agreement may be implemented provided that:</p> <p>(a) Any changes to the provisions of the agreement are voluntary for each employee affected.</p> <p>(b) An employee may elect to return to the current provision, if 2 weeks' notice is given.</p> <p>(c) The changes will satisfy the BOOT test and have been approved by the FWC.</p>	<p>(b) the agreement must be genuinely agreed to and genuinely meet the needs of both David Jones and the employee.</p> <p>31.2 David Jones must ensure that the terms of the individual flexibility arrangement:</p> <p>(a) are about permitted matters under section 172 of the Fair Work Act 2009; and</p> <p>(b) are not unlawful terms under section 194 of the Fair Work Act 2009; and</p> <p>(c) result in the employee being better off overall than the employee would be if no arrangement was made.</p> <p>31.3 David Jones must ensure that the individual flexibility arrangement:</p> <p>(a) is in writing and is signed by the employer and employee. If the employee is under 18 years of age, the agreement must also be signed by a parent or guardian of the employee.</p> <p>(b) the written agreement must include details of:</p> <p>(i) the name of the employer and employee</p> <p>(ii) the terms of the enterprise agreement that will be varied by the arrangement; and</p> <p>(iii) how the arrangement will vary the effect of the terms; and</p> <p>(iv) 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</p> <p>(v) state the day on which the arrangement commences.</p>	
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	<p>the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.</p> <p>[cl 7.8] The agreement may be terminated: (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or (b) at any time, by written agreement between the employer and the individual employee.</p> <p>Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the Fair Work Act 2009 (Cth)).</p> <p>[cl 7.9] The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.</p> <p>[cl 7.10] The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.</p>		<p>31.4 David Jones must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p> <p>31.5 David Jones or the employee may terminate the individual flexibility arrangement: (a) by giving no more than 13 weeks written notice to the other party to the arrangement; or (b) if David Jones and the employee agree in writing — at any time.</p>	
<p>Consultation regarding major workplace change</p>	<p>[cl 8.1(a)] Employer to notify (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure</p>	<p>Appendix B: Termination, change and redundancy [B.2] Introduction of Change</p>	<p>4.1 Introduction of Major Change 4.1.1 This term applies if David Jones:</p>	

	<p>or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.</p> <p>(ii) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.</p> <p>[cl 8.1(b)] (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.</p> <p>(ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).</p> <p>(iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer</p>	<p>[B.2.1] David Jones' duty to notify</p> <p>(a) Where David Jones has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on a staff member, David Jones will notify the staff who may be affected by the proposed changes and the Union.</p> <p>(b) Significant effects inclusions as per GRIA.</p> <p>[B.2.2] David Jones' duty to discuss change</p> <p>(a) David Jones will discuss with the staff affected and the union, inter alia, the introduction of the changes referred to in B2.1 (a), the effects the changes are likely to have on staff, measures to avert or mitigate the adverse effects of such changes on staff and give prompt consideration to matters raised by the staff and/or the union in relation to the changes.</p> <p>(b) The discussions will commence as early as practicable after a definite decision has been made by David Jones to make the changes referred to in B2.1 (a).</p> <p>(c) For the purpose of such discussion, David Jones will provide in writing to the staff concerned and the union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on staff and any other matters likely to affect staff provided that David Jones will not be required to disclose confidential information the disclosure of which would be inimical to David Jones' interests.</p>	<p>a. has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or</p> <p>b. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.</p> <p>4.1.2 For a "major change" referred to in paragraph 0a:</p> <p>a. David Jones must notify the relevant Employees and the SDA of the decision to introduce the major change; and</p> <p>b. The relevant Employee/s may appoint a representative for the purposes of the procedures in this term and advise David Jones of the representative, which may include the SDA. David Jones will recognise the appointed representative. Where an Employee does not appoint a representative, David Jones recognises the SDA as the default representative of its Employees.</p> <p>c. As soon as practicable after making its decision, David Jones must discuss with the relevant Employees and the SDA:</p> <ol style="list-style-type: none"> i. the introduction of the change; ii. the effect the change is likely to have on the Employees; and iii. measures David Jones is taking to avert or mitigate the adverse effect of the change on the Employees. <p>d. for the purposes of the discussion provided at subclause 4.1.2c David</p>	
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	<p>is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.</p>		<p>Jones must provide, in writing, to the relevant Employees and the SDA:</p> <ul style="list-style-type: none"> i. all relevant information about the change including the nature of the change proposed; ii. information about the expected effects of the change on the Employees; and iii. any other matters likely to affect the Employees. <p>4.1.3 However, David Jones is not required to disclose confidential or commercially sensitive information to the relevant Employees or the SDA.</p> <p>4.1.4 David Jones must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and/or the SDA.</p> <p>4.1.5 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of David Jones, the requirements set out in clause 4.2 paragraph (2)(a) 4.2 and subclauses (3) and (5) are taken not to apply.</p> <p>4.1.6 In this term, a major change provided for in 4.1(a) is likely to have a significant effect on employees if it results in:</p> <ul style="list-style-type: none"> (a) the termination of the employment of employees; or (b) major change to the composition, operation or size of David Jones' 	
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			<p>workforce or to the skills required of employees; or</p> <p>(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or</p> <p>(d) the alteration of hours of work; or</p> <p>(e) the need to retrain employees; or</p> <p>(f) the need to relocate employees to another workplace; or</p> <p>(g) the restructuring of jobs.</p>	
<p>Consultation about changes to rosters or hours of work</p>	<p>[cl 8.2(a)] Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.</p> <p>[cl 8.2(b)] The employer must:</p> <p>(i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);</p> <p>(ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and</p> <p>(iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.</p> <p>[cl 8.2(c)] The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.</p> <p>[cl 8.2(d)] These provisions are to be read in conjunction with other award provisions</p>	No equivalent	<p>4.1.7 Change to regular roster or ordinary hours of work as a result of a major change</p> <p>(a) In addition to the provisions contained in 4.2, for a change to the regular roster or ordinary hours of work of employees, David Jones must also invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).</p> <p>(b) Where David Jones proposes to introduce a change to the regular roster or ordinary hours of work of employees the Rostering provisions at clause 9 shall still apply.</p>	

	concerning the scheduling of work and notice requirements.			
Dispute Resolution	<p>[cl 9.1] In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.</p> <p>[cl 9.2] If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.</p> <p>[cl 9.3] The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.</p> <p>[cl 9.4] Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.</p> <p>[cl 9.5] An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.</p> <p>[cl 9.6] While the dispute resolution procedure is being conducted, work must</p>	<p>[3] Consultation and dispute resolution</p> <p>[3.1] Issue resolution procedure In the event of disputes and/or grievance arising in store, they shall be dealt with in the manner outlined below, on the provision David Jones has fulfilled their responsibility of providing a safe and healthy working environment. David Jones will ensure all managers and supervisors are schooled in the issue resolution procedure.</p> <p>[3.1.1] The employee and/or manager with the concern will raise it for discussion with his or her immediate supervisor and/or staff member (whichever is the case).</p> <p>[3.1.2] It is their joint responsibility to define the issues in dispute, identify relevant participants and organise a plan to resolve the issue. Where an agreed solution is reached, it shall be binding.</p> <p>[3.1.3] If a plan to resolve the issue is not settled, the employee and his or her immediate supervisor will discuss the matter with senior store management. The employee member may request that a representative from the Union be present at this discussion. The aims of this discussion is to reach a solution as expeditiously as possible.</p> <p>[3.1.4] If a solution is not reached at the discussion with senior store management then the issue will be discussed with David Jones' head office employee relations.</p> <p>[3.1.5] Should the matter remain unresolved, then either the aggrieved employees, David Jones or the Union may refer the matter to Fair Work Australia for conciliation and/or</p>	<p>3.1 Issue Resolution Procedure</p> <p>In the event of disputes and/or grievances arising in a store, they shall be dealt with in the manner outlined below, on the provision David Jones has fulfilled their responsibility of providing a safe and healthy working environment. David Jones will ensure all managers and line managers are educated in the issue resolution procedure.</p> <p>3.1.1 The employee/s and/or manager with the concern will raise it for discussion with their line manager and/or staff member (whichever is the case).</p> <p>3.1.2 It is their joint responsibility to promptly define the issues in dispute, identify relevant participants and organise a plan to resolve the issue. Where an agreed solution is reached, it shall be binding.</p> <p>3.1.3 If a plan to resolve the issue is not settled, the employee and their line manager will discuss the matter with senior store management. The aim of this discussion is to reach a solution as expeditiously as possible.</p> <p>3.1.4 If a solution is not reached at the discussion with senior store management then the issue will be discussed with David Jones' head office employee relations.</p> <p>3.1.5 Should the matter remain unresolved, then either the aggrieved employees, David Jones or the Union may refer the matter to the Fair Work Commission for conciliation</p>	

	<p>continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.</p>	<p>arbitration, in which respect the parties agree to be bound by the decision of Fair Work Australia.</p> <p>[3.1.6] Without prejudice to anyone while an issue is being resolved in accordance with this procedure, work shall continue in accordance with the pre-issue status quo.</p> <p>[3.1.7] The parties agree to reply promptly on issues raised for discussion and where a prompt reply is not possible, a timetable for reply will be provided.</p>	<p>and/or arbitration, in which respect the parties agree to be bound by the decision of the Fair Work Commission.</p> <p>3.1.6 The employee may request that a representative from the Union, or any other representative of the employee's choice accompany and/or represent them for the purposes of this clause.</p> <p>3.1.7 Without prejudice to anyone while an issue is being resolved in accordance with this procedure, work shall continue in accordance with the pre-issue status quo.</p> <p>3.1.8 The parties agree to reply promptly on issues raised for discussion and where a prompt reply is not possible, a timetable for reply will be provided.</p>	
<p>Employment Categories</p>	<p>[cl 10] Employment categories</p> <p>[cl 10.1] Employees under this award will be employed in one of the following categories:</p> <ul style="list-style-type: none"> - full-time employees; - part-time employees; or - casual employees. <p>[cl 10.2] At the time of engagement an employer will inform each employee of the terms of their engagement and, in particular, whether they are to be full-time, part-time or casual.</p>	<p style="text-align: center;">5.3 Types of Employment</p> <p style="text-align: center;">5.3.1 Full-Time Employment</p> <p>David Jones shall appoint permanent employees in writing to work an agreed number of weekly hours in accordance with the terms of this Agreement.</p> <p style="text-align: center;">5.3.2 Part-Time Employment</p> <p>Part-time employees shall be provided the same benefits as full-time employees on a pro rata basis calculated against actual hours worked.</p> <p style="text-align: center;">5.3.3 Casual Employment</p> <p>Casual employees are appointed in writing, engaged by the hour and paid as such.</p>	<p>6.3 Types of Employment</p> <p>Full-Time Employment</p> <p>6.3.1 A full-time employee is an employee who is engaged to work an average of 38 hours per week or 152 over a 4 week cycle. David Jones shall appoint permanent full-time employees in writing in accordance with the terms of this Agreement.</p> <p>6.3.2 Part-Time Employment</p> <p>Part-time employees are permanent employees who work less than 38 hours per week and have reasonably predictable hours of work.</p>	

			<p>At the time of engagement, David Jones and a part-time employee will agree, in writing, on a regular pattern of work which will specify:</p> <ul style="list-style-type: none"> a. The number of ordinary hours to be worked each week (the employee's core hours); b. The days of the week that the work is to be performed; and c. The starting and finishing times of work for each day of the week on which work is to be performed. <p>Part-time employees shall be provided the same benefits as full-time employees on a pro rata basis calculated against actual hours worked.</p> <p>6.3.3 Casual Employment Casual employees are appointed in writing, engaged by the hour and paid as such.</p> <p>6.3.4 Limited Tenure Employment David Jones may engage employees on a limited tenure basis in accordance with the terms and conditions of this Agreement subject to the following:</p> <ul style="list-style-type: none"> a. David Jones shall advise an employee offered limited tenure employment of the nature of the work, the days and hours of work (including the proposed starting and finishing times), the proposed weekly earnings and the commencement date of limited tenure employment. 	
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			<p>b. David Jones shall advise an employee offered limited tenure employment for the Christmas and Clearance period of the nature of the work and in the case of part-time, their ordinary hours and their commencement date. Rosters provided at offer stage will be indicative only and will be finalised prior to commencement.</p> <p>c. If the limited tenure employment is defined by an event, the nature of the event shall be explained to the employee and an estimated ceasing date provided.</p> <p>d. If the limited tenure employment is for a specific period, the employee shall be advised of the ceasing date of the period prior to commencement.</p> <p>e. The period of limited tenure employment will be at least 4 weeks in duration and must not be more than 52 weeks' duration, except; where an employee is engaged to cover a period of parental leave, the period of Limited Tenure employment will be at least 4 weeks in duration and must not be more than 104 weeks in duration.</p> <p>f. Where the sole purpose of the limited tenure employment is the replacement of an employee on annual leave, the minimum engagement period shall be 2 weeks.</p> <p>g. A limited tenure employee may be engaged for consecutive periods if related to leave, subject to the total contracted periods being no greater than the relevant period outlined in 6.3.4 (e).</p>	
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			<p>h. Accept that existing employees (including casuals) who accept a limited tenure engagement will be entitled to his or her former position at the expiry of the limited tenure period on the same terms and conditions (including any right to refuse to work) which applied immediately prior to the period of limited tenure employment.</p> <p>i. Accept that it is voluntary for existing employees (including casuals) to accept limited tenure employment.</p> <p>j. Accept that existing employees who agree to a period of limited tenure employment shall not be disadvantaged in their terms and conditions of employment. Specifically, the period of limited tenure employment is counted as continuous employment for all purposes of this Agreement, and existing employees do not lose any rights they may have under the Fair Work Act 2009.</p>	
Full-time employees	[cl 11] An employee who is engaged to work an average of 38 hours per week.	<p>[5.3.1] David Jones shall appoint permanent employees in writing to work an agreed number of weekly hours in accordance with the terms of this Agreement.</p> <p>[7.3.5] Full-time employees shall be rostered to work their ordinary hours on one of the following bases at the discretion of David Jones:</p> <p>(a) 38 hours in 1 week (b) 76 hours in 2 consecutive weeks (c) 114 hours in 3 consecutive weeks (d) 152 hours in 4 consecutive weeks</p>	<p>6.3.1 A full-time employee is an employee who is engaged to work an average of 38 hours per week or 152 over a 4 week cycle. David Jones shall appoint permanent full-time employees in writing in accordance with the terms of this Agreement.</p> <p>9.3.1 The minimum daily engagement for full-time employees is 4 hours.</p> <p>9.3.2 A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms:</p> <p>38 hours in 1 week 76 hours in 2 consecutive weeks</p>	Minimum shift of 4 hours

			<p>152 hours in 4 consecutive weeks</p> <p>9.3.3 The maximum number of ordinary hours to be worked in a week by a full-time employee is 46.</p> <p>9.3.4 All rosters for full-time employees will provide 152 ordinary hours on not more than 19 working days in any 4-week cycle unless specific agreement exists between the employee and David Jones to work a 20-day standard roster.</p>	
Part-time employees	<p>[cl 12.1] A part-time employee is an employee who:</p> <p>(a) works less than 38 hours per week; and</p> <p>(b) has reasonably predictable hours of work.</p> <p>[cl 12.2] At the time of first being employed the parties will agree in writing on a regular pattern of work specifying at least:</p> <ul style="list-style-type: none"> - The hours worked each day; - Which days of the week the employee will work; - The actual starting and finishing times of each day; - That any variation will be in writing; - Minimum daily engagement is three hours; and - The times of taking and the duration of meal breaks. <p>[cl 12.3] any variation to the regular pattern of work will be agreed to in writing before the variation occurs.</p> <p>[cl 12.4] The agreement and variation to it will be retained by the employer and a copy given by the employer to the employee.</p> <p>[cl 12.5] An employer is required to roster a part-time employee for a minimum of three consecutive hours on any shift.</p>	<p>[7.4.2] The maximum number of ordinary hours to be worked are 144 hours per 4 consecutive weeks.</p> <p>[5.3.2] Part-time employees shall be provided the same benefits as full-time employees on a pro rata basis calculated against actual hours worked.</p> <p>[7.2.9] David Jones shall set rosters on a regular basis and provide employees with 7 days written notice of a change of roster, except where an emergency necessitates a shorter period or where agreement has been reached.</p> <p>[7.2.10] Where an employee believes that a roster change will operate unfairly or to his or her disadvantage David Jones provide 14 days' written notice.</p> <p>[7.2.11] A change to core hours roster may occur by agreement between the employee and David Jones without notice.</p> <p>[7.2.12] When establishing or changing rosters, David Jones will have regard to the employee's family responsibilities (including</p>	<p>6.3.3 Part-Time Employment</p> <p>Part-time employees are permanent employees who work less than 38 hours per week and have reasonably predictable hours of work.</p> <p>At the time of engagement, David Jones and a part-time employee will agree, in writing, on a regular pattern of work which will specify:</p> <ul style="list-style-type: none"> d. The number of ordinary hours to be worked each week (the employee's core hours); e. The days of the week that the work is to be performed; and f. The starting and finishing times of work for each day of the week on which work is to be performed. <p>6.3.4 Part-time employees shall be provided the same benefits as full-time</p>	<p>Minimum 4 hours shift instead of 3. Increase in core hours clause</p>

	<p>[cl 12.6] An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 13.</p> <p>[cl 12.7] A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed. All time worked in excess of the hours as agreed under clause 12.2 or varied under clause 12.3 will be overtime and paid for at the rates prescribed in clause 29.2—Overtime.</p> <p>[cl.12.8] (a) A part-time employee's roster, but not the agreed number of hours, may be altered by the giving of notice in writing of seven days or in the case of an emergency, 48 hours, by the employer to the employee. (b) The rostered hours of part-time employees may be altered at any time by mutual agreement between the employer and the employee. (c) Rosters will not be changed except as provided in clause 12.8(a) from week to week, or fortnight to fortnight, nor will they be changed to avoid any award entitlements.</p> <p>[cl 12.9] Award entitlements A part-time employee will be entitled to payments in respect of annual leave, public holidays, personal leave and compassionate leave arising under the NES or this award on a proportionate basis. Subject to the provisions contained in this clause all other provisions of the award relevant to full-time employees will apply to part-time employees.</p> <p>[cl 12.10] Conversion of existing employees</p>	<p>those employees returning from parental leave), whether or not the employee can reasonably obtain safe transport home, study commitments and amateur sporting commitments if representing their state.</p> <p>[7.2.13] David Jones shall not change an employee's roster with the intent of avoiding payment of penalties or loadings or other benefit applicable. Should such a change arise the employee will be entitled to such penalty or loading or other benefit as if the roster had not changed.</p> <p>[7.2.14] As far as practicable, rosters will be established and changed by mutual agreement between David Jones and the individual employee and shall not be subject to frequent variation from cycle to cycle.</p> <p>[7.4.2] The maximum ordinary hours to be worked are 144 hours per 4 consecutive weeks.</p> <p>[7.4.3] Part-time employees may be rostered to work a maximum of 3 Sundays in any 4-week cycle unless otherwise agreed. Employees rostered this way shall be entitled to a minimum break of 3 consecutive days within a 4-week cycle, including a Saturday and Sunday.</p> <p>[7.4.4] Part-time employees may be rostered to work on the maximum of 20 starts per 4 weeks.</p> <p>[7.4.5] David Jones will not oblige permanent part time employees to work a core hours roster of more than 2 Saturdays and 2 Sundays in a 4-week cycle.</p> <p>[7.4.6] Part-time employees shall be rostered to work their ordinary hours on one of the</p>	<p>employees on a pro rata basis calculated against actual hours worked.</p> <p>9.4 Rostering Principles - Part-time Employees</p> <p>9.4.1 The minimum daily engagement for part-time employees is 4 hours, except where a part-time employee agrees to attend voluntary training when the minimum daily engagement is to be 2 hours, provided that this only applies for a maximum of 6 training engagements in any 1 year.</p> <p>9.4.2 The maximum number of ordinary hours to be worked are less than 152 hours per 4 consecutive weeks.</p> <p>9.4.3 Part-time employees may be rostered to work on the maximum of 20 starts per 4 weeks.</p> <p>9.4.4 Part-time employees shall be rostered to work their ordinary hours on one of the following bases:</p> <ul style="list-style-type: none"> Between 10 and up to less than 38 hours per week Between 40 and up to less than 152 hours per 4 consecutive weeks <p>9.5 Part-time additional hours</p> <p>9.5.1 For the purpose of covering additional labour requirements in peak trading periods and planned and unplanned absences, part-time employees may agree to work additional hours beyond their core hours where average core hours are less than an average of 38 per week.</p> <p>9.5.2 David Jones will give preference to part-time employees in allocating additional hours, including hours that</p>	
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	<p>No full-time or casual employee will be transferred by an employer to part-time employment without the written consent of the employee. Provided that where such transfer occurs all leave entitlements accrued will be deemed to be continuous. A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with the employer and recorded in writing.</p>	<p>following bases at the discretion of David Jones: Between 10 and 36 hours per week Between 40 and 144 hours per 4 consecutive weeks Between 60 and 216 hours per 6 consecutive weeks by mutual written agreement.</p> <p>[7.4.7] David Jones may reduce part-time employee's hours on 4 weeks' notice provided that:</p> <p>(a) hours are not reduced below the minimums provided by this agreement; and (b) David Jones shall not reduce a part-time employee's working hours by more than 20% per annum.</p> <p>[7.4.8] Employees whose hours are reduced shall be given the opportunity to increase their hours as business needs allow and have preference over other part-time employees.</p> <p>[7.4.9] Where additional permanent hours become available in the store and an employee who has had their hours reduced is available for those hours and has proven and demonstrated skills and competencies for the position where the hours have become available, then that employee will have preference to the additional hours of work ahead of other part-time employees who have had no reduction in hours, casual employees and new part-time employees.</p> <p style="text-align: center;">7.7 Part-Time Flex Up</p> <p>7.7.1 For the purpose of covering additional labour requirements in peak trading periods and planned and unplanned absences, part-time employees may work additional hours beyond their</p>	<p>become available at short notice. David Jones shall manage as much of the additional workload in peak trading times and employees' absence by using part-time employees available to work additional hours.</p> <p>9.5.3 Employees shall notify David Jones in writing (which may include by electronic means) of their agreement to work additional hours beyond their core hours and the days and times they are available to work. Employees shall notify David Jones of any changes to the times or days they are available to work additional hours 2 weeks in advance of the additional hours being rostered</p> <p>9.5.4 Rosters with additional hours in them shall be posted as soon as possible before working the additional hours. Part-time employees shall notify David Jones if they are unable to work the additional rostered hours as soon as possible after becoming aware of them.</p> <p>9.5.5 An employee may agree to work those additional hours provided that:</p> <p>(i) the additional hours are rostered in accordance with Clause 8.1 Ordinary Hours, and the rostering provisions in clause 9.1, 9.2 and 9.4; and</p> <p>(ii) the employee may not be rostered to work outside of the employee's availability; and</p> <p>(iii) Agreed additional hours shall be paid at ordinary rates (including any applicable penalties) up to a maximum of less than 38 per week and less than 152 per 4 week roster cycle and will be</p>	
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		<p>core hours where average core hours are less than an average of 35 per week.</p> <p>7.7.2 David Jones will give preference to part-time employees in allocating additional hours, including hours that become available at short notice. David Jones shall manage as much of the additional workload in peak trading times and employees' absence by using part-time employees available to flex up.</p> <p>7.7.3 A register shall be maintained by David Jones of employees who notify David Jones they will accept part-time flex up hours. Employees shall notify David Jones of their availability to work additional flex up hours and the days and times they are available to be flexed up. Employees shall notify David Jones of any changes to the times or days they are available to work flex up by the Sunday prior to the Wednesday or Thursday rosters are posted.</p> <p>7.7.4 Rosters with flex up hours in them shall be posted as soon as possible before the requirement to work the additional hours. Part-time employees shall work flex up hours when they are posted on a roster unless there are exceptional circumstances that prevent them from doing so. Where such exceptional circumstances arise, permanent part-time employees shall notify David Jones as soon as possible after becoming aware of them.</p> <p>7.7.5 Part-time employees shall work flex up hours on short notice to cover unplanned absences unless there are specific prior commitments or other circumstances that prevent it.</p>	<p>included in the pro rata calculation of employees' leave entitlements; and</p> <p>(iv) The agreement to work additional hours may be withdrawn by a part-time employee with 7 days written notice.</p> <p>9.5.6 An employee must agree to work the additional hours otherwise overtime rates will apply, in accordance with clause 11.</p> <p>9.6 Increase in Core Hours for Part-time Employees</p> <p>9.6.1 A part-time employee who has worked a regular pattern of additional hours on an ongoing basis over an anniversary year, which without significant adjustment, the employee could continue to perform, can request to increase their core hours in the subsequent anniversary year to include these additional hours.</p> <p>9.6.2 David Jones will genuinely consider an employee's request to increase their core hours. David Jones will only refuse to increase an employee's core hours where it can demonstrate reasonable business grounds.</p>	
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		<p style="text-align: center;">Payment for Additional Shifts</p> <p>7.8.10 Casual employees shall be paid the appropriate hourly rate for each additional shift worked.</p> <p>7.8.11 Part-time employees shall be paid in accordance with clause 11, Part-time flex-up for each additional shift.</p> <p>7.8.12 All employees shall be provided with a 10 hour break between the end of the later finishing shift (including overtime) and the employee's commencement time (including overtime) on the following day.</p> <p>7.8.13 The combined hours worked on both the first shift and the additional shift shall not exceed the daily maximum. If the work performed on an additional shift falls into overtime then it shall be paid as overtime.</p>		
Casual Employees	<p>[cl 13.1] A casual employee is an employee engaged as such.</p> <p>[cl 13.2] A casual employee will be paid both the hourly rate payable to a full-time employee and an additional 25% of the ordinary hourly rate for a full-time employee.</p> <p>[cl 13.3] Casual employees will be paid at the termination of each engagement or weekly or fortnightly in accordance with pay arrangements for full-time and part-time employees.</p> <p>[cl 13.4] The minimum daily engagement of a casual is three hours, provided that the minimum engagement period for an employee will be one hour and 30 minutes if all of the following circumstances apply: (a) the employee is a full-time secondary school student; and</p>	<p>[1.9.1] A casual employee means a person engaged on an hourly basis to work when available and as required by David Jones.</p> <p>[5.3.3] Casual employees are appointed in writing, engaged by the hour and paid as such.</p> <p>[6.3] Penalties and loading [6.3.5] casual employees shall be paid at the ordinary hourly rate plus a loading of: (a) 20% for all time worked within the spread of hours, Monday to 10 pm Saturday. (b) 35% for all time worked between 10.00pm and midnight on Saturdays. (c) 70% for all time worked within the spread of hours on Sunday. (d) 150% for all time worked within the spread of hours on a Public Holiday.</p>	<p>6.3.3 Casual Employment Casual employees are appointed in writing, engaged by the hour and paid as such.</p> <p>9.8 Rostering Principles - Casual Employees</p> <p>9.8.1 The minimum daily engagement for casual employees is 3 hours.</p> <p>9.8.2 The maximum number of ordinary hours worked in a week by a casual employee will be 38 or 76 averaged over a fortnight.</p> <p>9.9 Shortened Casual Engagements</p> <p>9.9.1 Where there is a shortage of work due to business requirements and as a result a casual employee's planned</p>	Minimum shift is 3 hours – no 2 hour student shifts

	<p>(b) the employee is engaged to work between the hours of 3.00 pm and 6.30 pm on a day which they are required to attend school; and</p> <p>(c) the employee agrees to work, and a parent or guardian of the employee agrees to allow the employee to work, a shorter period than three hours; and</p> <p>(d) employment for a longer period than the period of the engagement is not possible either because of the operational requirements of the employer or the unavailability of the employee.</p>	<p>These rates of pay reflect the nature of casual work and are in lieu of all leave and public holiday entitlements.</p> <p>[7.5] Rostering principles – Casual Employees</p> <p>7.5.1 The minimum daily engagement for casual employees is 3 hours, provided that where a casual is engaged for training purposes the minimum daily engagement is 2 hours for a maximum of 6 training engagements in any 1 year.</p> <p>7.5.2 The maximum number of ordinary hours worked in a week by a casual employee will be 38 which may, by mutual agreement, be increased to 48 in a week during the period December and January and mid-year clearance, provided the maximum ordinary hours in a 4-week period remains 152.</p> <p>[7.10] Shortened Casual Engagements [7.10.1] Where there is a shortage of work due to business requirements and as a result a casual employee’s planned work is completed prior to their rostering finishing time, the casual employee’s rostered shift may be shortened, at the discretion of David Jones, to a minimum of 3 hours.</p> <p>[7.10.2] An employee who is directed by David Jones to finish at the completion of the work shall only be paid for the time worked or the minimum of 3 hours, whichever is the greater.</p>	<p>work is completed prior to their rostered finishing time, the casual employee’s rostered shift may be shortened, at the discretion of David Jones, to a minimum of 3 hours.</p> <p>9.9.2 An employee who is directed by David Jones to finish at the completion of the work shall only be paid for the time worked or the minimum of 3 hours, whichever is the greater.</p> <p>8.3.6 Casual employees shall be paid at the minimum hourly rate plus a loading of:</p> <ul style="list-style-type: none"> a. 25% for all ordinary hours worked before 6pm Monday to Friday b. 30% for all ordinary hours worked, after 6pm Monday to Friday. c. 40% for all ordinary hours worked on Saturdays. d. 85% for all ordinary hours worked on Sunday. e. 150% for all time worked on a Public Holiday. <p>8.3.7 These rates of pay reflect the nature of casual work and are in lieu of all paid leave entitlements, except Long Service Leave.</p>	
Casual Conversion	Will be inserted into Award and effective from 1 November.	No equivalent	<p>10 Right to request casual conversion</p> <p>10.1.1 A regular casual employee may request that their</p>	

			<p>employment be converted to full-time or part-time employment.</p> <p>10.1.2 A regular casual employee is a casual employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Enterprise Agreement.</p> <p>10.1.3A regular casual employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full-time employment.</p> <p>10.1.4 A regular casual employee who has worked less than equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part-time employment consistent with the pattern of hours previously worked.</p> <p>10.1.5 Any request under this subclause must be provided to David Jones in writing.</p> <p>10.1.6 Where a regular casual employee seeks to convert to full-time or part-time employment, David Jones may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.</p>	
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			<p>be based on facts which are known or reasonably foreseeable.</p> <p>10.1.9 Where David Jones refuses a regular casual employee's request to convert, it must provide the casual employee with the reasons for refusal in writing within 21 days of the request being made. If the employee does not accept the employer's refusal, this will constitute a dispute that will be dealt with under the issue resolution procedure in clause 3. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.</p> <p>10.1.10 Where it is agreed that a casual employee will have their employment converted to full-time or part-time employment as provided for in this clause, David Jones and employee must discuss and record in writing:</p> <ul style="list-style-type: none"> (i) the form of employment to which the employee will convert – that is, full-time or part-time employment; and (ii) if it is agreed that the employee will become a part-time employee, the matters referred to in clause 6.3.2. <p>10.1.11 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.</p> <p>10.1.12 Once a casual employee has converted to full-time or part-time employment, the employee may only</p>	
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			<p>revert to casual employment with the written agreement of David Jones.</p> <p>10.1.13 A casual employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.</p> <p>10.1.14 Nothing in this clause obliges a regular casual employee to convert to full-time or part-time employment, nor permits David Jones to require a regular casual employee to so convert.</p> <p>10.1.15 Nothing in this clause requires David Jones to increase the hours of a regular casual employee seeking conversion to full-time or part-time employment.</p> <p>10.1.16 David Jones must provide a casual employee, whether a regular casual employee or not, with a copy of the provisions of this subclause within the first 12 months of the employee's first engagement to perform work. David Jones will provide casual employees already employed at the commencement of this Agreement with a copy of the provisions of this subclause within 3 months of approval of this Enterprise Agreement.</p> <p>10.1.17 A casual employee's right to request to convert is not affected if David Jones fails to comply with the notice requirements in clause 10.1.16.</p>	
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<p>Termination of employment</p>	<p>[cl 14.1] Notice of termination is provided for in the NES (see below).</p> <p>[cl 14.2] Notice of termination by an employee The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.</p> <p>[cl 14.3] Job search entitlement Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.</p> <p>NES Entitlement: [s 117] Requirement for notice of termination or payment in lieu <i>Notice specifying day of termination</i> (1) An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).</p> <p>Note 1: Section 123 describes situations in which this section does not apply.</p>	<p>[4] Termination, change and redundancy – see Appendix B</p> <p>[B.1.1] David Jones may dismiss a permanent employee by giving the following notice:</p> <ul style="list-style-type: none"> • Less than 1 year – 2 weeks • 1 year but less than 3 years – 2 weeks • 3 years but less than 5 years – 3 weeks • 5 years and over – 4 weeks <p>(b) In addition to the notice above, an employee over 45 years of age at the time of David Jones giving notice, with at least 2 years' continuous service, will be entitled to an additional week's notice.</p> <p>(c) In lieu of notice, David Jones may make a payment to the employee or David Jones may give part of the applicable notice and part payment in lieu thereof.</p> <p>(d) David Jones will calculate any payment in lieu of notice using the wages the employee would have received for ordinary time had he or she worked during the period of notice.</p> <p>(e) Any payment payable by David Jones to the employee at the date of termination will be paid on or before the date of termination, provided that where an employee is summarily dismissed or an employee resigns without providing the requisite notice to David Jones, any payment payable by David Jones to the employee at the date of termination will be paid to the staff member on the pay day following the date of termination.</p> <p>(f) The date of termination is the employee's last day of work.</p> <p>[B.1.3] Dismissal of Casual Staff member A casual staff member can be dismissed without notice.</p> <p>[B.1.4] Staff on Leave</p>	<p>[4] Termination, change and redundancy – see Appendix B</p> <p>[B.1.1] David Jones may dismiss a permanent employee by giving the following notice:</p> <ul style="list-style-type: none"> • Less than 1 year – 2 weeks • 1 year but less than 3 years – 2 weeks • 3 years but less than 5 years – 3 weeks • 5 years and over – 4 weeks <p>(b) In addition to the notice above, an employee over 45 years of age at the time of David Jones giving notice, with at least 2 years' continuous service, will be entitled to an additional week's notice.</p> <p>(c) In lieu of notice, David Jones may make a payment to the employee or David Jones may give part of the applicable notice and part payment in lieu thereof.</p> <p>(d) David Jones will calculate any payment in lieu of notice using the wages the employee would have received for ordinary time had he or she worked during the period of notice.</p> <p>(e) Any payment payable by David Jones to the employee at the date of termination will be paid on or before the date of termination, provided that where an employee is summarily dismissed or an employee resigns without providing the requisite notice to David Jones, any payment payable by David Jones to the employee at the date of termination will be paid to the staff member on the pay day following the date of termination.</p> <p>(f) The date of termination is the employee's last day of work.</p> <p>[B.1.3] Dismissal of Casual Staff member A casual staff member can be dismissed without notice.</p>	
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	<p>Note 2: Sections 28A and 29 of the Acts Interpretation Act 1901 provide how a notice may be given. In particular, the notice may be given to an employee by:</p> <ul style="list-style-type: none"> (a) delivering it personally; or (b) leaving it at the employee's last known address; or (c) sending it by pre-paid post to the employee's last known address. <p><i>Amount of notice or payment in lieu of notice</i></p> <p>(2) The employer must not terminate the employee's employment unless:</p> <ul style="list-style-type: none"> (a) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under subsection (3); or (b) the employer has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice. <p>(3) Work out the minimum period of notice as follows:</p> <ul style="list-style-type: none"> (a) first, work out the period using the following table: <p>Employee's period of continuous service with the employer at the end of the day the notice is given and the minimum period of notice</p> <p>Not more than 1 year – 1 week</p> <p>More than 1 year but not more than 3 years – 2 weeks</p> <p>More than 3 years but not more than 5 years – 3 weeks</p> <p>More than 5 years – 4 weeks</p>	<p>David Jones will not dismiss a staff member while the staff member is on approved leave.</p> <p>[B.1.5] Notice of termination by Staff Member A permanent staff member will give 2 weeks' notice of termination to David Jones.</p> <p>Subject to any financial obligations imposed on David Jones by any Act, David Jones may withhold monies due to a staff member who fails to give notice, up to the maximum amount the staff member was paid at the Ordinary Rate for the period of notice not given.</p>	<p>[B.1.4] Staff on Leave David Jones will not dismiss a staff member while the staff member is on approved leave.</p> <p>[B.1.5] Notice of termination by Staff Member A permanent staff member will give 2 weeks' notice of termination to David Jones.</p> <p>Subject to any financial obligations imposed on David Jones by any Act, David Jones may withhold monies due to a staff member who fails to give notice, up to the maximum amount the staff member was paid at the Ordinary Rate for the period of notice not given.</p>	
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	<p>(b) then increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.</p> <p>[s 118] Modern awards and enterprise agreements may provide for notice of termination by employees A modern award or enterprise agreement may include terms specifying the period of notice an employee must give in order to terminate his or her employment</p>			
Redundancy	<p>[cl 15.1] Redundancy pay is provided for in the NES (see below).</p> <p>[cl 15.2] Transfer to lower paid duties Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.</p> <p>[cl 15.3] Employee leaving during notice period An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.</p> <p>[cl 15.4] Job search entitlement</p>	<p>[4] Termination, change and redundancy – see Appendix B</p> <p>[B.3] Redundancy</p> <p>[B.3.1] Discussions before termination (a) Where David Jones has made a definite decision that David Jones no longer wishes the job a staff member has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, David Jones will hold discussions with the staff directly affected and with the union. (b) The discussions will take place as soon as is practicable after David Jones has made a definite decision which will invoke the provision of B.3.1 (a) and will cover, inter alia, any reasons for the proposed termination's, measures to avoid or minimise the termination's and measures to mitigate any adverse effects of any terminations on the staff member(s) concerned. (c) For the purposes of the discussion David Jones will, as soon as practicable, provide in writing to the staff member(s) concerned and the union, all relevant information about the proposed termination's including the reasons</p>	<p>[4] Termination, change and redundancy – see Appendix B</p> <p>[B.3] Redundancy</p> <p>[B.3.1] Discussions before termination (a) Where David Jones has made a definite decision that David Jones no longer wishes the job a staff member has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, David Jones will hold discussions with the staff directly affected and with the union. (b) The discussions will take place as soon as is practicable after David Jones has made a definite decision which will invoke the provision of B.3.1 (a) and will cover, inter alia, any reasons for the proposed termination's, measures to avoid or minimise the termination's and measures to mitigate any adverse effects of any terminations on the staff member(s) concerned. (c) For the purposes of the discussion David Jones will, as soon as practicable, provide in writing to the staff member(s) concerned and the union, all relevant</p>	<p>More beneficial redundancy payments</p>

	<p>(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.</p> <p>(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.</p> <p>(c) This entitlement applies instead of clause 14.3.</p> <p>NES Entitlement: <i>Entitlement to redundancy pay</i> [s 119] Redundancy pay (1) An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated: (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or (b) because of the insolvency or bankruptcy of the employer.</p> <p>Note: Sections 121, 122 and 123 describe situations in which the employee does not have this entitlement.</p> <p><i>Amount of redundancy pay</i> (2) The amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:</p>	<p>for the proposed terminations, the number and categories of staff likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that David Jones will not be required to disclose confidential information the disclosure of which would be adverse to David Jones' interests.</p> <p>[B.3.2] Transfer to lower paid duties Where a staff member is transferred to lower paid duties for reasons set out in B.3.1 (a) the staff member will be entitled to the same period of notice of transfer as he/she would have been entitled to if his/her employment had been terminated and David Jones may, at David Jones' option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.</p> <p>[B.3.3] Transmission of business (a) Where a business is before, on or after the date of this Agreement, transmitted from one employer (in this sub-clause called "the transmittor") to another employer (in this sub-clause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee: (i) the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and (ii) the period of employment which the employee has had with the transmittor or any prior transmittor will be deemed to be service of the employee with the transmittee. (b) In this sub-clause "business" includes trade, process, business or occupation and includes part of any such business and</p>	<p>information about the proposed termination's including the reasons for the proposed terminations, the number and categories of staff likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that David Jones will not be required to disclose confidential information the disclosure of which would be adverse to David Jones' interests.</p> <p>[B.3.2] Transfer to lower paid duties or Reduced Hours Where a staff member is transferred to lower paid duties for reasons set out in sub-clause B3.1(a) or accepts reduced hours for reasons set out in sub-clause B3.1(a) the staff member shall be entitled to payment of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary rate for both the period of notice and for a period equal to the number of weeks' severance pay as he/she would have been entitled to if his/her employment had been terminated.</p> <p>[B.3.3] Transmission of business (a) Where a business is before, on or after the date of this Agreement, transmitted from one employer (in this sub-clause called "the transmittor") to another employer (in this sub-clause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee: (i) the continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and (ii) the</p>	
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	<p>Employee's period of continuous service with the employer and corresponding pay period At least 1 year but less than 2 years – 4 weeks At least 2 years but less than 3 years – 6 weeks At least 3 years but less than 4 years – 7 weeks At least 4 years but less than 5 years – 8 weeks At least 5 years but less than 6 years – 10 weeks At least 6 years but less than 7 years – 11 weeks At least 7 years but less than 8 years – 13 weeks At least 8 years but less than 9 years – 14 weeks At least 9 years but less than 10 years – 16 weeks At least 10 years – 12 weeks</p> <p>[s 120] Variation of redundancy pay for other employment or incapacity to pay (1) This section applies if: (a) an employee is entitled to be paid an amount of redundancy pay by the employer because of section 119; and (b) the employer: (i) obtains other acceptable employment for the employee; or (ii) cannot pay the amount.</p> <p>(2) On application by the employer, the FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the FWC considers appropriate.</p> <p>(3) The amount of redundancy pay to which the employee is entitled under section 119 is the reduced amount specified in the determination.</p>	<p>“transmission” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning. (c) The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in this subclause called the transmitter) to another employer (in this subclause called the transferee), in any of the following circumstances. (i) Where the employee accepts employment with the transferee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee or; (ii) Where the employee rejects an offer of employment with the transferee: - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and - which recognise the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee. (d) The commission may vary B.3.3(c) if it is satisfied that this provision would operate unfairly in a particular case.</p> <p>[B.3.4] Time off work during notice period (a) During the period of notice of termination given by David Jones, a staff member will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment. (b) If the staff member has been allowed paid leave for more than one day during the</p>	<p>period of employment which the employee has had with the transmitter or any prior transmitter will be deemed to be service of the employee with the transferee. (b) In this sub-clause “business” includes trade, process, business or occupation and includes part of any such business and “transmission” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning. (c) The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in this subclause called the transmitter) to another employer (in this subclause called the transferee), in any of the following circumstances. (i) Where the employee accepts employment with the transferee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee or; (ii) Where the employee rejects an offer of employment with the transferee: - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and - which recognise the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee. (d) The commission may vary B.3.3(c) if it is satisfied that this provision would operate unfairly in a particular case.</p>	
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	<p>[s 121] Exclusions from obligation to pay redundancy pay</p> <p>(1) Section 119 does not apply to the termination of an employee's employment if, immediately before the time of the termination, or at the time when the person was given notice of the termination as described in subsection 117(1) (whichever happened first):</p> <p>(a) the employee's period of continuous service with the employer is less than 12 months; or</p> <p>(b) the employer is a small business employer.</p> <p>(2) A modern award may include a term specifying other situations in which section 119 does not apply to the termination of an employee's employment.</p> <p>(3) If a modern award that is in operation includes such a term (the award term), an enterprise agreement may:</p> <p>(a) incorporate the award term by reference (and as in force from time to time) into the enterprise agreement; and</p> <p>(b) provide that the incorporated term covers some or all of the employees who are also covered by the award term.</p> <p>[s 122] Transfer of employment situations that affect the obligation to pay redundancy pay</p> <p><i>Transfer of employment situation in which employer may decide not to recognise employee's service with first employer</i></p> <p>(1) Subsection 22(5) does not apply (for the purpose of this Subdivision) to a transfer of employment between non-associated entities in relation to an employee if the second employer decides not to recognise the</p>	<p>notice period for the purpose of seeking other employment, the staff member will, at the request of David Jones, be required to produce proof of attendance at an interview or he/she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient proof.</p> <p>[B.3.5] Notice to Centrelink Where a decision has been made to terminate 15 or more staff in the circumstances outlined in B3.1(a), David Jones will notify Centrelink thereof as soon as possible, giving relevant information including the number and categories of the staff likely to be affected and the period over which the terminations are intended to be carried out.</p> <p>[B.3.6] Severance Pay</p> <p>[B.3.7] Staff member leaving during notice period A staff member whose employment is terminated for reasons set out in B3.1(a) may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had he/she remained with David Jones until the expiry of such notice. Provided that in such circumstances the staff member will not be entitled to payment in lieu of notice.</p> <p>[B.3.8] Incapacity to Pay David Jones, in a particular redundancy case, may make an application to Fair Work Australia to have the general severance pay prescription varied on the basis of David Jones' incapacity to pay.</p> <p>[B.3.9] Alternative Employment</p>	<p>[B.3.4] Time off work during notice period</p> <p>(a) During the period of notice of termination given by David Jones, a staff member will be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.</p> <p>(b) If the staff member has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the staff member will, at the request of David Jones, be required to produce proof of attendance at an interview or he/she will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient proof.</p> <p>[B.3.5] Notice to Centrelink Where a decision has been made to terminate 15 or more staff in the circumstances outlined in B3.1(a), David Jones will notify Centrelink thereof as soon as possible, giving relevant information including the number and categories of the staff likely to be affected and the period over which the terminations are intended to be carried out.</p> <p>[B.3.6] Severance Pay</p> <table border="1" data-bbox="1451 1026 1868 1326"> <tr> <td>Years of Service</td> <td></td> </tr> <tr> <td>Less than one year service</td> <td>Nil</td> </tr> <tr> <td>1 year and less than 2 years</td> <td>4 weeks' pay</td> </tr> <tr> <td>2 years and less than 3 years</td> <td>6 weeks' pay</td> </tr> </table>	Years of Service		Less than one year service	Nil	1 year and less than 2 years	4 weeks' pay	2 years and less than 3 years	6 weeks' pay	
Years of Service												
Less than one year service	Nil											
1 year and less than 2 years	4 weeks' pay											
2 years and less than 3 years	6 weeks' pay											

	<p>employee's service with the first employer (for the purpose of this Subdivision).</p> <p>(2) If subsection 22(5) applies (for the purpose of this Subdivision) to a transfer of employment in relation to an employee, the employee is not entitled to redundancy pay under section 119 in relation to the termination of his or her employment with the first employer.</p> <p>Note: Subsection 22(5) provides that, generally, if there is a transfer of employment, service with the first employer counts as service with the second employer.</p> <p><i>Employee not entitled to redundancy pay if refuses employment in certain circumstances</i></p> <p>(3) An employee is not entitled to redundancy pay under section 119 in relation to the termination of his or her employment with an employer (the first employer) if:</p> <p>(a) the employee rejects an offer of employment made by another employer (the second employer) that:</p> <p>(i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the employee's terms and conditions of employment with the first employer immediately before the termination; and</p> <p>(ii) recognises the employee's service with the first employer, for the purpose of this Subdivision; and</p> <p>(b) had the employee accepted the offer, there would have been a transfer of employment in relation to the employee.</p> <p>(4) If the FWC is satisfied that subsection (3) operates unfairly to the employee, the FWC may order the first employer to pay the employee a specified amount of redundancy pay (not exceeding the amount that would be</p>	<p>David Jones, in a particular redundancy case, may make an application to Fair Work Australia to have the general severance pay prescription varied if David Jones obtains acceptable alternative employment for a staff member</p> <p>[B.3.10] Staff Exempted This clause will not apply where employment is terminated as a consequence of gross misconduct, nor will it apply in the case of casual staff, apprentices, or staff engaged for a specific period of time or for a specified task or tasks.</p> <p>[B.3.11] Staff with Less than 1 Year's Service This clause will not apply to a staff member with less than one year's continuous service and the general obligation on David Jones should be no more than to give the relevant Staff member an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the staff member of suitable alternative employment.</p>	<table border="1"> <tr> <td>3 years and less than 4 years</td> <td>7 weeks' pay</td> </tr> <tr> <td>4 years and less than 5 years</td> <td>8 weeks' pay</td> </tr> <tr> <td>5 years and less than 6 years</td> <td>10 weeks' pay</td> </tr> <tr> <td>6 years and less than 7 years</td> <td>12 weeks' pay</td> </tr> <tr> <td>7 years and less than 8 years</td> <td>13 weeks' pay</td> </tr> <tr> <td>8 years and less than 9 years</td> <td>14 weeks' pay</td> </tr> <tr> <td>9 years and less than 10 years</td> <td>16 weeks' pay</td> </tr> <tr> <td>10 years and less than 15 years</td> <td>16 weeks pay</td> </tr> <tr> <td>15 years and less than 20 years</td> <td>19 weeks' pay</td> </tr> <tr> <td>20 years and over</td> <td>24 weeks' pay</td> </tr> </table>	3 years and less than 4 years	7 weeks' pay	4 years and less than 5 years	8 weeks' pay	5 years and less than 6 years	10 weeks' pay	6 years and less than 7 years	12 weeks' pay	7 years and less than 8 years	13 weeks' pay	8 years and less than 9 years	14 weeks' pay	9 years and less than 10 years	16 weeks' pay	10 years and less than 15 years	16 weeks pay	15 years and less than 20 years	19 weeks' pay	20 years and over	24 weeks' pay	<p>[B.3.7] Staff member leaving during notice period A staff member whose employment is terminated for reasons set out in B3.1(a) may terminate his/her employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had he/she remained with David Jones until the expiry of such notice. Provided that in such circumstances</p>
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	<p>payable but for subsection (3)) that the FWC considers appropriate. The first employer must pay the employee that amount of redundancy pay.</p> <p>[s123] Limits on scope of this Division <i>Employees not covered by this Division</i> (1) This Division does not apply to any of the following employees: (a) an employee employed for a specified period of time, for a specified task, or for the duration of a specified season; (b) an employee whose employment is terminated because of serious misconduct; (c) a casual employee; (d) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement; (e) an employee prescribed by the regulations as an employee to whom this Division does not apply.</p> <p>(2) Paragraph (1)(a) does not prevent this Division from applying to an employee if a substantial reason for employing the employee as described in that paragraph was to avoid the application of this Division.</p> <p><i>Other employees not covered by notice of termination provisions</i> (3) Subdivision A does not apply to: (b) a daily hire employee working in the building and construction industry (including working in connection with the erection, repair, renovation, maintenance, ornamentation or demolition of buildings or structures); or (c) a daily hire employee working in the meat industry in connection with the slaughter of livestock; or</p>		<p>the staff member will not be entitled to payment in lieu of notice.</p> <p>[B.3.8] Incapacity to Pay David Jones, in a particular redundancy case, may make an application to Fair Work Australia to have the general severance pay prescription varied on the basis of David Jones' incapacity to pay.</p> <p>[B.3.9] Alternative Employment David Jones, in a particular redundancy case, may make an application to Fair Work Australia to have the general severance pay prescription varied if David Jones obtains acceptable alternative employment for a staff member</p> <p>[B.3.10] Staff Exempted This clause will not apply where employment is terminated as a consequence of gross misconduct, nor will it apply in the case of casual staff, apprentices, or staff engaged for a specific period of time or for a specified task or tasks.</p> <p>[B.3.11] Staff with Less than 1 Year's Service This clause will not apply to a staff member with less than one year's continuous service and the general obligation on David Jones should be no more than to give the relevant Staff member an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the staff member of suitable alternative employment.</p>	
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	<p>(d) a weekly hire employee working in connection with the meat industry and whose termination of employment is determined solely by seasonal factors; or (e) an employee prescribed by the regulations as an employee to whom that Subdivision does not apply.</p> <p><i>Other employees not covered by redundancy pay provisions</i></p> <p>(4) Subdivision B does not apply to: (a) an employee who is an apprentice; or (b) an employee to whom an industry-specific redundancy scheme in a modern award applies; or (c) an employee to whom a redundancy scheme in an enterprise agreement applies if: (i) the scheme is an industry-specific redundancy scheme that is incorporated by reference (and as in force from time to time) into the enterprise agreement from a modern award that is in operation; and (ii) the employee is covered by the industry-specific redundancy scheme in the modern award; or (d) an employee prescribed by the regulations as an employee to whom that Subdivision does not apply</p>			
Classifications	<p>[cl 16] Classifications</p> <p>[cl 16.1] All employees covered by this award must be classified according to the structure set out in Schedule B—Classifications. Employers must advise their employees in writing of their classification and of any changes to their classification.</p> <p>[cl 16.2] The classification by the employer must be according to the skill level or levels required to be exercised by the employee in order to carry out the principal functions of</p>	<p>[cl.6.1] Employees shall be placed by David Jones in one of the classifications contained in Appendix A.</p>	<p>[cl.7] Employees shall be placed by David Jones in one of the classifications contained in Appendix A.</p>	

	the employment as determined by the employer.																		
Minimum weekly wages	[cl 17] Retail Employee Level 1 789.90 Retail Employee Level 2 808.70 Retail Employee Level 3 821.40 Retail Employee Level 4 837.40 Retail Employee Level 5 871.80 Retail Employee Level 6 884.50 Retail Employee Level 7 928.80 Retail Employee Level 8 966.50	See Appendix A [A.1] Sales Classification Structure Level 1 \$748.00 Level 2 \$785.40 Level 3 \$822.80 [A.2] Clerical Classification Structure Level 1 \$748.00 Level 2 \$804.16 Level 3 \$822.80	<p>8.2 Rates of Pay</p> <p>8.2.1 The minimum weekly rates of pay for full-time adult employees are set out in Appendix A.</p> <p>8.2.2 The minimum hourly rate of pay for full-time employees is 1/38th of the appropriate minimum weekly rate for the employee's classification.</p> <p>8.2.3 A part-time adult employee's minimum weekly rate of pay is calculated by multiplying the minimum hourly rate of pay for full-time employee by the number of ordinary hours worked by the part-time employee.</p> <p>8.2.4 The minimum hourly rate for Level 1</p> <table border="1"> <thead> <tr> <th>Level</th> <th>Hourly Rate</th> <th>Weekly Rate</th> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td>20.81</td> <td>790.78</td> </tr> <tr> <td>Level 2</td> <td>21.85</td> <td>830.30</td> </tr> <tr> <td>Level 3</td> <td>22.37</td> <td>850.06</td> </tr> <tr> <td>Level 4</td> <td>22.97</td> <td>872.86</td> </tr> </tbody> </table> <p>will be increased in accordance with the decisions of the FWC in its annual wage review from the start of the first full pay period on or after 1 July each year of the term of this Agreement. The increase to the minimum hourly rate will be based on the percentage increase in wage rates determined by the FWC. From 1 July 2019 the rates of pay for classifications</p>	Level	Hourly Rate	Weekly Rate	Level 1	20.81	790.78	Level 2	21.85	830.30	Level 3	22.37	850.06	Level 4	22.97	872.86	
Level	Hourly Rate	Weekly Rate																	
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			<p>above Level 1 will be paid the following percentage of the Level 1 rate:</p> <p>Level 2 104%</p> <p>Level 3 106%</p> <p>Level 4 110.4%</p> <p>8.2.5 The minimum rate of pay for each classification under this Agreement will not be less than the minimum rate for the applicable GRIA classification.</p>	
Junior Rates	<p>[cl 18.2] Under 16 years of age – 45% 16 years of age – 50% 17 years of age – 60% 18 years of age – 70% 19 years of age – 80% 20 years of age employed by the employer for 6 months or less– 90% 20 years of age employed by the employer for more than 6 months – 100%</p>	<p>[6.3.6] Junior employees to be paid in accordance with percentage of the ordinary hourly rate provided below:</p> <p>20 - 21 years of age 100% 19 - 20 years of age 80% 18 - 19 years of age 70% 17 - 18 years of age 60% Under 17 years of age 50%</p> <p>[6.3.7] Junior employees in level 2 or 3 classifications will be paid adult rates of pay.</p> <p>[6.3.8] Junior employees supervising other clerical employees will be paid level 2 or 3 adult rate.</p>	<p>8.3.8 Junior employees (except those who have completed an indentured apprenticeship) shall be paid in accordance with the percentage of the ordinary hourly rate provided in the following table. The ordinary hourly rate is the relevant percentage outlined below. The ordinary weekly rate payable to a full-time junior employee will be calculated to the nearest 10 cents.</p> <p>20 - 21 years of age 100% 19 - 20 years of age 80% 18 - 19 years of age 70% 17 - 18 years of age 60% Under 17 years of age 50% age</p> <p>8.3.9 Junior employees employed in classifications above Level 1 shall be paid the applicable adult rate.</p>	
Meal Allowance	<p>[cl 20.1] (a) An employee required to work more than one hour of overtime after the employee's ordinary time of ending work, without being given 24 hours' notice, will be either provided with a meal or paid a meal allowance of \$18.29. Where such overtime work exceeds four hours a further meal allowance of \$16.57 will be paid.</p>	<p>[7.12.1] Where employee received second meal break due to working more than 10 hours or works overtime for 1 or more hours without 24 hours notification, they shall be paid \$13.81.</p>	<p>11.2.1 Where an employee receives a second meal break as a result of working more than 10 hours and or works overtime for one hour or more without 24 hours' notification, the employee shall be paid a meal allowance of \$18.29. If the overtime worked exceeds 4 hours, a</p>	

	(b) No meal allowance will be payable where an employee could reasonably return home for a meal within the period allowed.		further meal allowance of \$16.57 will be paid. 11.2.2 The meal allowances will increase on the first full pay period on or after 1 July each year equivalent to the rates prescribed in the GRIA.	
Special Clothing	[cl 20.2(a)] Where the employer requires an employee to wear any protective or special clothing such as a uniform, dress or other clothing then the employer will reimburse the employee for any cost of purchasing such clothing and the cost of replacement items, when replacement is due to normal wear and tear. This provision will not apply where the special clothing is supplied and/or paid for by the employer.	[5.4] Dress and Presentation Standards 5.4.1 When at work, employees shall be dressed in a neat, tidy and business-like manner at all times. Any make-up and/or jewellery worn by the employee shall also be in keeping with business-like standards. 5.4.2 Where employees are required to wear a uniform or part of a uniform when performing their duties, the company will supply and maintain the uniform or part thereof and launder it, unless by mutual agreement an employee launders clothing supplied, see Clause 5.5.	31.2 Protective Clothing 31.2.1 Where the work performed by employees is of a nature that it requires protective clothing, e.g. it is dirty, wet or obnoxious then the company will supply and maintain all protective clothing and tools. Safety boots with steel cap toes will be provided by David Jones to employees working on back docks. 31.2.2 Employees must accept that where they are provided protective clothing or footwear by the company they will keep it in good condition, fair wear and tear excluded. Protective clothing and tools shall remain the property of the company. 30.6 Dress and Presentation Standards 30.6.1 When at work, employees shall be dressed in a neat, tidy and business-like manner at all times. Any make-up and/or jewellery worn by the employee shall also be in keeping with business-like standards. 30.6.2 Where employees are required to wear a uniform or part of a uniform when performing their duties, the company will supply and maintain the uniform or part thereof and launder it, unless by mutual agreement an employee launders clothing supplied, see Clause 30.5	

<p>Laundry Allowance</p>	<p>[cl 20.2(b)] Full-time employee - \$6.25 a week. Part-time or casual - \$1.25 per shift.</p>	<p>[5.5] Laundry Allowance If by mutual agreement an employee launders clothing supplied by the company, they shall receive an allowance as shown below. The maximum allowance payable per week to part-time and casual staff is the full-time allowance. Full-time employee - \$9.10 a week. Part-time or casual - \$3.03 per shift.</p>	<p>[30.5] Laundry Allowance If by mutual agreement an employee launders clothing supplied by the company, they shall receive an allowance as shown below. The maximum allowance payable per week to part-time and casual staff is the full-time allowance. Full-time employee - \$9.10 a week. Part-time or casual - \$3.03 per shift.</p>	
<p>Excess travelling costs</p>	<p>[cl 20.3] An employee who is required to work at a place away from their usual place of employment will be paid travelling time for all time reasonably spent</p>	<p>[25.1.1] Where employee is temporarily transferred, at company request, to another store, they are entitled to: a. Additional cost of public transport fares; or b. Cost of additional kilometres travelled at \$0.68 per km; and Payment of additional travelling time at ordinary rate, and 1.5 times on Saturday and Sunday. [25.2] Travel allowance If employee is requested by DJ to use their private vehicle for purpose connected with their employment, they received an allowance of \$0.68 (or 72 c) per kilometre.</p>	<p>30.1 Temporary Transfer to Another Store 30.1.1 Where an employee is temporarily transferred, at company request, to another store, they will be entitled to the following: a. the additional cost of any fares for public transport; or b. the cost of additional kilometres travelled at the rate prescribed in clause 30.2 Travel Allowance and; c. payment of additional travelling time at the ordinary rate except on Sundays and Public holidays where payment shall be at 1.5 times the ordinary time rate. 30.1.2 An employee shall provide such evidence, as David Jones shall reasonably require, of the increased cost of the journey to the temporary store. 30.1.3 T his Clause does not apply where:</p>	

			<p>a. the employee requests the transfer; or</p> <p>b. the transfer is on a permanent basis; or</p> <p>c. a temporary transfer becomes permanent.</p> <p>30.1.4 Where the temporary relocation as a result of a store refurbishment or redevelopment exceeds 8 weeks, the allowance will no longer be payable after 8 weeks.</p>	
Travelling time reimbursement	<p>[cl 20.4] (a) An employee who on any day is required to work at a place away from their usual place of employment, for all time reasonably spent in reaching and returning from such place (in excess of the time normally spent in travelling from their home to their usual place of employment and returning), will be paid travelling time and also any fares reasonably incurred in excess of those normally incurred in travelling between their home and their usual place of employment.</p> <p>(b) Where the employer provides transport from a pick up point, an employee will be paid travelling time for all time spent travelling from such pick up point and returning to such pick up point.</p> <p>(c) The rate of pay for travelling time will be the ordinary time rate except on Sundays and holidays when it will be time and a half.</p>	<p>[25.1.1] Where employee is temporarily transferred, at company request, to another store, they will be entitled to the following:</p> <p>a. Additional cost of public transport fares; or</p> <p>b. Cost of additional kilometres travelled at \$0.68 per km; and</p> <p>c. Payment of additional travelling time at ordinary rate, and 1.5 times on Saturday and Sunday.</p>	<p>30.2 Temporary Transfer to Another Store</p> <p>30.1.1 Where an employee is temporarily transferred, at company request, to another store, they will be entitled to the following:</p> <p>d. the additional cost of any fares for public transport; or</p> <p>e. the cost of additional kilometres travelled at the rate prescribed in clause 30.2 Travel Allowance</p> <p>and;</p> <p>f. payment of additional travelling time at the ordinary rate except on Sundays and Public holidays where payment shall be at 1.5 times the ordinary time rate.</p> <p>30.1.4 An employee shall provide such evidence, as David Jones shall reasonably require, of the increased cost of the journey to the temporary store.</p>	

			<p>30.1.5 This Clause does not apply where:</p> <p>d. the employee requests the transfer; or</p> <p>e. the transfer is on a permanent basis; or</p> <p>f. a temporary transfer becomes permanent.</p> <p>30.1.4 Where the temporary relocation as a result of a store refurbishment or redevelopment exceeds 8 weeks, the allowance will no longer be payable after 8 weeks.</p>	
Transfer of employee reimbursement	[cl.20.5] Where transferred from one township to another, the employer will pay for the whole of the moving expenses including fares and transport charges for employee and family.	No equivalent – transport allowance does not apply to permanent transfers: [25.1.3(b) & (c)]	No equivalent	N/A
Transport allowance	[cl.20.6] Where an employer requests an employee to use their own motor vehicle in the performance of their duties such employee will be paid an allowance of \$0.78 per kilometre.	[25.2] Travel allowance If an employee is requested by David Jones to use their private vehicle for purpose connected with their employment, they receive an allowance of \$0.68 per kilometre.	<p>30.2 Travel Allowance</p> <p>An employee, requested by David Jones who agrees to use their private vehicle for a purpose connected with their employment, will be paid an allowance of 78 cents per kilometre travelled. The allowance will increase on first full pay period on or after 1 July each year in line with the rate prescribed in the GRIA.</p>	
Transport reimbursement – starting or finishing after 10pm or before 7pm	[cl.20.7] (a) Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee’s regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare from the place of employment to the employee’s usual place of residence. This will not apply if the employer provides or arranges proper transportation to	[cl.26.6] Where an employee works additional hours beyond their rostered shift without having been provided with either 24 hours’ notice or notice before the completion of the previous shift (whichever is the lesser), and they are unable to obtain their regular form of transport home, David Jones shall arrange at its own cost, an alternative safe form of transport for the employee.	<p>30.3 Transport of employees reimbursement</p> <p>Where an employee commences and/or ceases work after 10.00 pm on any day or prior to 7.00 am on any day and the employee’s regular means of transport is not available and the employee is unable to arrange their own alternative transport, the employer will reimburse the employee for the cost of a taxi fare or</p>	

	and/or from the employee's usual place of residence, at no cost to the employee. (b) Provided always that an employee may elect to provide their own transport. (c) Provided further that this clause will not apply to employees engaged under the provisions of shift-work.		ride share from the place of employment to the employee's usual place of residence. This will not apply if the employer provides or arranges proper transportation to and/or from the employee's usual place of residence, at no cost to the employee. Provided always that an employee may elect to provide their own transport.	
Cold Work Allowance	[cl 20.8(a)] 1.3% of the standard rate per hour for employees employed principally to stock and refill refrigerated storages. [cl 20.8(b)] Where the temperature is below 0 degrees Celsius they will be paid an additional 2% of the standard rate per hour.	N/A	N/A	
First Aid allowance	[cl 20.9] An extra 1.3% of the standard rate per week.	[cl.26.4] A duly qualified employee who is appointed to act as a First Aid Attendant in accordance with David Jones' policy will be paid an allowance as shown below. The maximum allowance payable per week to part-time and casual employees is the full-time allowance. Full-time: \$11.37 per week Part-time/casual: \$2.56 per shift	30.4 First Aid Allowance A duly qualified employee who is appointed to act as a First Aid Attendant in accordance with David Jones' policy will be paid an allowance: of \$0.34 per hour up to a maximum of \$11.37 per week. This allowance under this Agreement will not be less than the minimum rate for the applicable GRIA allowance.	
Recall Allowance	[cl 20.10] (a) Unless otherwise agreed an employee recalled to work for any reason, before or after completing their normal roster or on a day on which they did not work, will be paid at the appropriate rate for all hours worked with a minimum of three hours on each occasion. (b) The time worked will be calculated from the time the employee leaves home until the time they return home.	Overtime and minimum shift provisions would apply	Overtime and minimum shift provisions would apply	
Liquor licence	[cl 20.11] Liquor licence An employee who holds a liquor licence under a relevant State or Territory law will be paid an extra 3.1% of the standard rate per week.	No equivalent	No equivalent	N/A

Higher duties	<p>[cl 20.12] Higher duties Employees engaged for more than two hours during one day or shift on duties carrying a higher rate than their ordinary classification are to be paid the higher rate for such day or shift. If engaged for two hours or less during one day or shift, the employee is to be paid the higher rate for the time worked only.</p>	<p>[6.4.3] A team member engaged for more than four hours during one day or shift on duties carrying a higher rate than their ordinary classification is to be paid the higher rate for such day or shift.</p> <p>[6.4.2] If engaged for four hours or less during one day or shift, the employee is to be paid the higher rate for the time worked only.</p> <p>[6.4.4] Unless higher duties performed during overtime hours, higher classification rate is not payable for the overtime.</p>	<p>8.4 Higher Duties</p> <p>8.4.1 David Jones may specifically appoint employees to perform duties at a higher classification level for short periods of time to perform the duties associated with the higher level classification.</p> <p>8.4.2 In such circumstances, David Jones shall pay employees the higher classification rate for the time spent performing higher duties.</p> <p>8.4.3 If employees are required to perform the higher duties for more than 2 hours in a single shift, David Jones shall pay the higher rate for all hours worked on that day.</p> <p>8.4.4 If employees are required to perform the higher duties for two hours or less during one day or shift, the employee is to be paid the higher rate for the time worked only.</p>	
Broken Hill	<p>[cl 20.13] Broken Hill An employee in the County of Yancowinna in New South Wales (Broken Hill) will in addition to all other payments be paid an hourly allowance for the exigencies of working in Broken Hill of 4.28% of the standard rate.</p>	<p>[16.4] A team member in the County of Yancowinna in New South Wales (Broken Hill) will be paid an hourly allowance of 91 cents per hour for the exigencies of working in Broken Hill, in addition to all other payments.</p>	No equivalent	N/A
Adjustment of expense related allowances	<p>[cl 20.14] Adjustment of expense related allowances At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p>	<p>Each clause provides an increase in the allowances – in line with % increase in wages rates over life of EA</p>	<p>Each clause provides an increase in the allowances – in line with % increase in wages rates over life of EA</p>	

	<p>The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:</p> <p>Allowance - Applicable Consumer Price Index figure</p> <p>Meal allowance - Take away and fast foods sub-group</p> <p>Special clothing - Clothing and footwear group</p> <p>Transport allowance - Private motoring sub-group</p>			
Superannuation	<p>[cl 22.1] Superannuation legislation (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies. (b) The rights and obligations in these clauses supplement those in superannuation legislation.</p> <p>[cl 22.2] Employer contributions An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.</p> <p>[cl 22.3] Voluntary employee contributions (a) Subject to the governing rules of the relevant superannuation fund, an employee</p>	<p>[6.6.1] The Company shall become and remain a participating employer of the Retail Employees Superannuation Trust (REST)</p> <p>[6.6.2] David Jones shall make contributions to REST on behalf of eligible employees on a monthly basis at the rate of 9% of their ordinary time earnings. Eligible employees means all employees, except employees who earn less than \$450 in ordinary time in a month, or are aged 70 and over.</p> <p>[6.3.3] David Jones shall provide each eligible employee membership forms for REST on commencement of employment and forward completed membership forms to the fund within 14 days of return by the employee. Employees shall promptly complete and return REST forms.</p> <p>[6.6.4] Where an employee wishes to make additional contributions to REST, such contribution is to be in whole dollar amounts only, and he or she will provide written authorisation to David Jones to make the deduction.</p>	<p>8.6 Superannuation</p> <p>8.6.1 David Jones will make superannuation contributions to a superannuation fund for the benefit of an employee as required by the relevant superannuation legislation.</p> <p>8.6.2 The default superannuation fund will be the Retail Employee's Superannuation Trust (REST).</p> <p>8.6.3 An employee may elect in writing to have their superannuation paid into an alternative complying fund.</p> <p>8.6.4 David Jones shall make contributions to the relevant eligible superannuation fund on behalf of eligible employees on a monthly basis as per the Superannuation Guarantee for ordinary time earnings.</p> <p>8.6.5 David Jones shall pay superannuation to employees who are absent from work due to a Work-related injury or illness as per clause 8.6.4 for the period of absence from work (subject to a maximum of 52 weeks) provided that:</p> <p>(i) the employee is receiving workers compensation payments or is receiving regular payments directly from</p>	<p>Payment of superannuation on all paid leave and on David Jones Parenting Allowance</p>

	<p>may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 22.2.</p> <p>(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.</p> <p>(c) The employer must pay the amount authorised under clauses 22.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 22.3(a) or (b) was made.</p> <p>[cl 22.4] Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 22.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b) to one of the following superannuation funds or its successor:</p> <p>(a) the Retail Employees Superannuation Trust (REST);</p> <p>(b) Sunsuper;</p> <p>(c) Statewide Superannuation Trust;</p> <p>(d) Tasplan;</p> <p>(e) MTAA Superannuation Fund;</p> <p>(f) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or</p>	<p>[6.6.5] Where authorised in writing by an employee to deduct additional contributions to REST from his or her wages David Jones will commence the deductions from the beginning of the next pay period and thereafter monthly.</p> <p>[6.6.6] Employees shall give David Jones 14 days' notice of alterations to the amount of additional deductions to REST.</p> <p>[6.6.7] Employees and David Jones agree that the provision of superannuation benefits for eligible Staff members who are covered by this Enterprise Agreement will be through REST only. This Agreement will not be overridden by the requirements to provide employees with a choice of superannuation funds.</p>	<p>the employer in accordance with the statutory requirements; and</p> <p>(ii) the employee remains employed by David Jones.</p> <p>8.6.6 David Jones will pay superannuation as per clause 8.6.4 for any period an employee is on paid leave, and on the David Jones Primary Parenting Allowance.</p> <p>8.6.7 David Jones shall provide each eligible employee membership forms for REST on commencement of employment and forward completed membership forms to the fund within 14 days of return by the employee. Employees shall promptly complete and return REST forms. Where an alternative eligible fund is selected by an employee, the employee will ensure David Jones is provided with all relevant documentation to enable David Jones to make the required contributions.</p> <p>8.6.8 Employees can request to make additional contributions to an eligible superannuation fund through salary sacrifice.</p> <p>Where an employee requests to make additional contributions to their superannuation fund, such contribution is to be in whole dollar amounts only, and he or she will provide written authorisation to David Jones to make the deduction.</p> <p>8.6.9 Where authorised in writing by an employee to deduct additional contributions to an eligible superannuation fund from his or her wages David Jones will commence the deductions from the beginning of the next pay period and thereafter monthly.</p>	
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	<p>(g) a superannuation fund or scheme which the employee is a defined benefit member of.</p> <p>[cl 22.5] Absence from work Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.2 and pay the amount authorised under clauses 22.3(a) or (b):</p> <p>(a) Paid leave—while the employee is on any paid leave;</p> <p>(b) Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness provided that:</p> <p>(i) the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and</p> <p>(ii) the employee remains employed by the employer.</p>		<p>8.6.10 Employees shall give David Jones 14 days' notice of alterations to the amount of additional deductions to their superannuation fund.</p>	
<p>Payment of wages</p>	<p>[cl 23] Wages will be paid weekly or fortnightly according to the actual hours worked each week or fortnight, or may be averaged over a period of a fortnight.</p> <p>All wages shall be paid on a regular pay day. The employer must notify the employee in writing as to which day is the pay day. Where for any reason the employer wishes to change the pay day, then the employer shall provide at least 4 weeks' written notice to the employee of such change.</p> <p>An enterprise which prior to the 1st January 2010, paid particular classifications of its employees on a monthly pay cycle may continue to pay these particular classifications of employees on a monthly pay cycle. However no employee classified</p>	<p>[6.5] Payment of salary</p> <p>[6.5.1] EFT transfer on fortnightly basis by Wednesday.</p> <p>[6.5.2] Full time employees will be paid an average of 38 hours per week, or if they have reduced hours under clause 7.8, average hours per week plus payment of actual penalty or overtime worked during the pay period.</p> <p>[6.5.3] All other permanent and casual staff will be paid or actual hours worked in the pay period.</p> <p>[6.5.4] Where pay cycle or day changes resulting in employees receiving smaller pay at the point of change, David Jones shall,</p>	<p>8.5 Payment of Wages</p> <p>8.5.1 Wages will be paid by electronic funds transfer ("EFT") on a fortnightly basis (in arrears) by the Wednesday, immediately following the fortnight end for actual hours worked between Sunday in week 1 and Saturday in week 2. David Jones will pay all EFT costs associated with the transfer of funds to the staff member's account. Where a Public Holiday and Bank Holiday falls on a Monday, Tuesday or Wednesday the employee's wages will be paid no later than Thursday in the same week.</p> <p>8.5.2 Employees will be paid for actual hours worked in the pay period.</p>	

	at level 3 or below under this Award may be paid on a monthly pay cycle and must be paid either weekly or fortnightly.	unless the employee elects otherwise, pay the relevant number of days pay in advance (which will subsequently be phased out at a rate determined by the employee).		
Supported wage	[cl 24] Supported wage arrangements for employees with a disability are contained in Schedule C of this award.	Appendix E: Workers Eligible for a Supported Wage E.3 Supported Wage Rates Staff members to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the employee position according to the following schedule: (Provided that the minimum amount payable will be not less than \$75 per week). * Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.	8.7 Supported Wage David Jones shall comply with the provisions of the Supported Wage National Test Case Decision, a copy of which is attached at Appendix E. E.3 Supported Wage Rates Staff members to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the employee position according to the following schedule: (Provided that the minimum amount payable will be not less than \$87 per week). * Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.	
National training wage	[cl 25.1] Schedule E to the Miscellaneous Award 2010 sets out minimum wage rates and conditions for employees undertaking traineeships.	No Equivalent – don't employ trainees	No Equivalent – don't employ trainees	
Hours of work/ordinary hours	[cl 27.1] This clause does not operate to limit or increase or in any way alter the trading hours of any employer as determined by the relevant State or Territory legislation. [cl 27.2] (a) Except as provided in clause 27.2(b), ordinary hours may be worked, within the following spread of hours: Monday to Friday, inclusive 7am – 9pm Saturday 7am – 6pm Sunday 9am – 6pm	[7.1] Ordinary hours [7.1.1] the spread of hours in which ordinary hours can be worked is: Mon-Weds 6am – 10.30 pm Thurs- Fri 6am – midnight Sat 6am – 10pm Sun 8am – 7pm, where Sun trading is lawful [7.1.2] If not a public holiday, work after 7.30pm on Christmas Eve is voluntary.	8.1 Ordinary Hours 8.1.1 The spread of hours in which ordinary hours can be worked is: Monday to Saturday: 7:00am to 11:00pm Sunday: 9:00am to 11:00pm	Work is voluntary after 6pm Saturday, 7pm Sunday and 7.30pm Monday to Friday unless accept a position which requires work

	<p>(b) Provided that:</p> <p>(i) the commencement time for ordinary hours of work for newsagencies on each day may be from 5.00 am;</p> <p>(ii) the finishing time for ordinary hours for video shops may be until 12 midnight; and</p> <p>(iii) in the case of retailers whose trading hours extend beyond 9.00 pm Monday to Friday or 6.00 pm on Saturday or Sunday, the finishing time for ordinary hours on all days of the week will be 11.00 pm.</p> <p>(c) Hours of work on any day will be continuous, except for rest pauses and meal breaks.</p>	<p>[7.1.3] Employees will only be rostered to work after 6:00pm Saturday and after 9:30pm Monday to Friday on a voluntary basis, provided employees who accept positions where work after 6:00pm Saturday and 9:30pm Monday to Friday is part of the role have, on acceptance of the position, volunteered to work such hours for the time they hold such a position.</p>	<p>8.1.2 Employees will only be rostered to work after 6:00pm Saturday, after 7:00pm Sunday and after 9:30pm Monday to Friday on a voluntary basis, provided employees who accept positions where work after 6:00pm Saturday, 7:00pm Sunday and 9:30pm Monday to Friday is part of the role have, on acceptance of the position, volunteered to work such hours for the time they hold such a position.</p>	after these hours.
Maximum ordinary hours on a day	<p>[cl 27.3(a)] An employee may be rostered to work up to a maximum of nine ordinary hours on any day, and 11 hours once a week.</p>	<p>[7.2.4] No employee shall be rostered on more than 1 shift per day, except for working in accordance with clause 7.7 Additional Shifts.</p> <p>[7.25] Employees will normally be rostered to work 9 ordinary hours or less per day, however employees may be rostered up to a maximum of 10.5 hours on 2 days per week and 4 days per fortnight, exclusive of meal breaks.</p>	<p>9.1.5 Employees will normally be rostered to work 9 ordinary hours or less per day, however employees may be rostered up to a maximum of 11 hours on 1 day per week and 2 days per fortnight, exclusive of meal breaks.</p>	
38 hour week rosters	<p>[cl 28.1] A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms or by agreement over a longer period:</p> <p>(a) 38 hours in one week;</p> <p>(b) 76 hours in two consecutive weeks;</p> <p>(c) 114 hours in three consecutive weeks; or</p> <p>(d) 152 hours in four consecutive weeks.</p> <p>[cl 28.2] The 38 hour week may be worked in any one of the following methods:</p> <p>(a) shorter days, that is 7.6 hours;</p> <p>(b) a shorter day or days each working week;</p> <p>(c) a shorter fortnight, i.e. four hours off in addition to the rostered day off;</p> <p>(d) a fixed day off in a four week cycle;</p>	<p>[7.5] Full-time employees shall be rostered to work their ordinary hours on one of the following bases at the discretion of David Jones:</p> <p>(a) 38 hours in 1 week</p> <p>(b) 76 hours in 2 consecutive weeks</p> <p>(c) 114 hours in 3 consecutive weeks</p> <p>(d) 152 hours in 4 consecutive weeks</p>	<p>9.3.1 The minimum daily engagement for full-time employees is 4 hours.</p> <p>9.3.2 A full-time employee will be rostered for an average of 38 hours per week, worked in any of the following forms:</p> <p>38 hours in 1 week</p> <p>76 hours in 2 consecutive weeks</p> <p>152 hours in 4 consecutive weeks</p>	4 hour minimum

	<p>(e) a rotating day off in a four week cycle; (f) an accumulating day off in a four week cycle, with a maximum of five days being accumulated in five cycles.</p> <p>[cl 28.3] In each shop, an assessment will be made as to which method best suits the business and the proposal will be discussed with the employees concerned, the objective being to reach agreement on the method of implementation. An assessment may be initiated by either the employer or employees not more than once a year.</p> <p>[cl 28.4] Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the shop or establishment concerned.</p> <p>[cl 28.5] In retail establishments employing on a regular basis 15 or more employees per week, unless specific agreement exists to the contrary between an employer and an employee, the employee will not be required to work ordinary hours on more than 19 days in each four week cycle.</p> <p>[cl 28.6] Where specific agreement exists between an employer and employee, the employee may be worked on the basis of: (a) not more than 4 hours' work on one day in each two-week cycle; (b) not more than 6 hours' work on one day in each week; (c) not more than 7.6 hours' work on any day.</p> <p>[cl 28.7] Substitute rostered days off (RDOs) (a) An employer, with the agreement of the majority of employees concerned, may substitute the day or half day an employee is to take off in accordance with a roster arrangement for another day or half day in the case of a breakdown in machinery or a</p>		<p>9.3.3 The maximum number of ordinary hours to be worked in a week by a full-time employee is 46.</p> <p>9.3.4 All rosters for full-time employees will provide 152 ordinary hours on not more than 19 working days in any 4-week cycle unless specific agreement exists between the employee and David Jones to work a 20-day standard roster.</p>	
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	<p>failure or shortage of electric power or to meet the requirements of the business in the event of rush orders or some other emergency situation.</p> <p>(b) By agreement between an employer and an employee, another day may be substituted for the day that employee is to be rostered off.</p> <p>[cl 28.8] Accumulation of RDOs By agreement between the employer and an employee, the rostered day off may be accumulated up to a maximum of five days in any one year. Such accumulated periods may be taken at times mutually convenient to the employer and the employee.</p>			
Consecutive Days off	<p>[cl 28.11]</p> <p>(a) Ordinary hours will be worked so as to provide an employee with two consecutive days off each week or three consecutive days off in a two week period.</p> <p>(b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements, which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request.</p> <p>(c) An employee can terminate the agreement by giving four weeks' notice to the employer.</p>	[7.2.3] Employees, except casual employees, working a maximum of 6 days in any week, will receive at least 2 consecutive days off each week or 3 consecutive days off each fortnight.	9.1.4 Employees, except casual employees, will receive at least 2 consecutive days off each week or 3 consecutive days off each fortnight.	
Consecutive days of work	<p>[cl 28.10] Ordinary hours will be worked on not more than five days in each week, provided that if ordinary hours are worked on six days in one week, ordinary hours in the following week will be worked on no more than four days.</p> <p>[cl 28.12] Ordinary hours and any reasonable additional hours may not be worked over more than six consecutive days.</p>	<p>[7.2.1] Employees will normally be rostered to work on not more than 5 days in each week; however, employees may be rostered to work on 6 days in any week and no more than 6 consecutive days.</p> <p>[7.2.2] When an employee works on 6 days in any week he or she will only be rostered to work on not more than 5 days in the preceding or following week, except for casual employees who may agree to work on a maximum of 6 days in any week. Provided that when an employee does work a 6 day</p>	<p>9.1.2 Permanent employees will normally be rostered to work on not more than 5 days in each week; however, permanent employees may be rostered to work on 6 days in any week and on no more than 6 consecutive days.</p> <p>9.1.3 When a permanent employee works on 6 days in any week they will only be rostered to work on not more than 4 days in the preceding or following week, except for casual employees who may agree to work on a maximum of 6 days in</p>	

		week followed or preceded by a 5 day week they will receive at least a 2 day break between the 6 day week and the 5 day week.	any week. Provided that when an employee does work a 6 day week followed or preceded by a 4 day week they will receive at least a 2 day break between the 6 day week and the 4 day week.	
Weekend Work – Employees regularly working Sundays	[cl 28.13] Employees regularly working Sundays (a) An employee who regularly works Sundays will be rostered so as to have three consecutive days off each four weeks and the consecutive days off will include Saturday and Sunday. (b) This requirement will not apply where the employee requests in writing and the employer agrees to other arrangements which are to be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request. (c) An employee can terminate the agreement by giving four weeks' notice to the employer.	[7.3.3] Full-time employees may be rostered to work a maximum of 3 Sundays in any 4 week cycle unless otherwise agreed. Employees rostered this way shall be entitled to a minimum break of 3 consecutive days within a 4 week cycle, including a Saturday and Sunday. [7.4.3] Part-time employees may be rostered to work a maximum of 3 Sundays in any 4-week cycle unless otherwise agreed. Employees rostered this way shall be entitled to a minimum break of 3 consecutive days within a 4-week cycle, including a Saturday and Sunday.	9.2 Work on Sundays 9.2.1 Full-time and part-time employees may be rostered to work a maximum of 3 Sundays in any 4 week cycle. Employees rostered this way shall be entitled to a minimum break of 3 consecutive days within a 4 week cycle, including a Saturday and Sunday. 9.2.2 An employee may request in writing to other arrangements. Where the employer agrees it will be recorded in the time and wages records. It cannot be made a condition of employment that an employee make such a request. 9.2.3 An employee can terminate the agreement to other arrangements by giving four weeks' notice to the employer.	
Notification of Rosters	[cl 28.14] (a) The employer will exhibit staff rosters on a notice board, which will show for each employee: (i) the number of ordinary hours to be worked each week; (ii) the days of the week on which work is to be performed; and (iii) the commencing and ceasing time of work for each day of the week. (b) The employer will retain superseded notices for twelve months. The roster will, on request, be produced for inspection by an authorised person. (c) Due to unexpected operational requirements, an employee's roster for a	7.2.14] As far as practicable, rosters will be established and changed by mutual agreement between David Jones and the employee and shall not be subject to frequent variation from cycle to cycle. [7.2.11] A change to a core hours roster may occur by agreement between the employee and David Jones without notice. [7.2.9] David Jones shall set rosters on a regular basis and provide employees and provide employees with 7 days written notice of change of roster, except where an	9.1.7 David Jones shall set rosters on a regular basis and provide employees with 7 days written notice (which may be by electronic means) of a change of roster, or a shorter period where mutual agreement has been reached. 9.1.8 Where an employee disagrees, David Jones will provide 14 days' written notice. 9.1.9 In the case of an emergency, a part-time employee's roster, but not the number of Core Hours, may be altered by mutual agreement or by David Jones giving the employee 48 hours written	Consideration of family responsibilities , safe transport home, study and amateur sporting commitments if representing the state

	<p>given day may be changed by mutual agreement with the employee prior to the employee arriving for work.</p> <p>(d) Any permanent roster change will be provided to the employee in writing with a minimum seven days notice. Should the employee disagree with the roster change, they will be given a minimum of 14 days written notice instead of seven days, during which time there will be discussions aimed at resolving the matter in accordance with clause 9—Dispute resolution, of this award.</p> <p>(e) Where an employee's roster is changed with the appropriate notice for a once-only event caused by particular circumstances not constituting an emergency, and the roster reverts to the previous pattern in the following week, then extra work done by the employee because of the change of roster will be paid at the overtime rate of pay.</p> <p>(f) An employee's roster may not be changed with the intent of avoiding payment of penalties, loading or other benefits applicable. Should such circumstances</p>	<p>emergency necessitates shorter period or where agreement has been reached.</p> <p>[7.2.10] 14 days written notice required by David Jones if employee believes roster change will operate unfairly or to their disadvantage.</p> <p>[7.2.8] If the employee seeks to terminate an alternative rostering arrangement, David Jones must try its best to accommodate it.</p> <p>[7.1.13] An employee's roster may not be varied temporarily with the intent of avoiding payment of penalties, loadings or other benefits applicable.</p> <p>[7.4.7] David Jones may reduce a part time employee's hours on 4 weeks' notice provided that:</p> <p>(a) Hours are not reduced below the minimums provided by this agreement; and</p> <p>(b) David Jones shall not reduce a part-time employee's working hours by more than 20% per annum.</p> <p>[7.2.12] When rosters are being established or varied, David Jones will have regard to the employee's family responsibilities, study or amateur sporting commitments and whether or not the team member can reasonably obtain safe transport home.</p>	<p>notice (which may be by electronic means).</p> <p>9.1.10 When establishing or changing rosters, David Jones will have regard to the employee's family responsibilities (including those employees returning from parental leave), whether or not the employee can reasonably obtain safe transport home, study commitments and amateur sporting commitments if representing their state.</p> <p>9.1.11 David Jones shall not change an employee's roster with the intent of avoiding payment of penalties or loadings or other benefit applicable. Should such a change arise the employee will be entitled to such penalty or loading or other benefit as if the roster had not changed.</p> <p>9.1.12 As far as practicable, rosters will be established and changed by mutual agreement between David Jones and the individual employee and shall not be subject to frequent variation from cycle to cycle.</p>	
Overtime	<p>[cl 29.1] Reasonable overtime</p> <p>(a) Subject to clause 29.1(b) an employer may require an employee to work reasonable overtime at overtime rates in accordance with the provisions of this clause.</p> <p>(b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:</p> <p>(i) any risk to employee health and safety;</p>	<p>[7.11] Overtime</p> <p>[7.11.1] To be paid at time and a rate of 150% of the ordinary hourly rate for the first 2 hours and at 200% of the ordinary hourly rate thereafter.</p> <p>[7.11.2] Except that overtime shall be paid at the rate of:</p>	<p>11 Overtime</p> <p>11.1.1 Overtime shall be paid to full-time and part-time employees at the rate of:</p> <p>(a) 150% of the minimum hourly rate for the first 3 hours; and</p> <p>(b) 200% of the minimum hourly rate thereafter.</p> <p>11.1.2 Except that overtime shall be paid to full-time and part-time employees at the rate of:</p>	

	<p>(ii) the employee's personal circumstances including any family responsibilities;</p> <p>(iii) the needs of the workplace or enterprise;</p> <p>(iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and</p> <p>(v) any other relevant matter.</p> <p>[cl 29.2] (a) Hours worked in excess of the ordinary hours of work, outside the span of hours (excluding shiftwork), or roster conditions prescribed in clauses 27 and 28 are to be paid at time and a half for the first three hours and double time thereafter.</p> <p>(b) Hours worked by part-time employees in excess of the agreed hours in clause 12.2 or as varied under clause 12.3 will be paid at time and a half for the first three hours and double time thereafter.</p> <p>(c) Hours worked by casual employees:</p> <p>(i) in excess of 38 ordinary hours per week or, where the casual employee works in accordance with a roster, in excess of 38 ordinary hours per week averaged over the course of the roster cycle;</p> <p>(ii) outside of the span of ordinary hours for each day specified in clause 27.2;</p> <p>(iii) in excess of 11 hours on one day of the week and in excess of 9 hours on any other day of the week;</p> <p>shall be paid at 175% of the ordinary hourly rate of pay for the first three hours and 225% of the ordinary hourly rate of pay thereafter (inclusive of the casual loading).</p> <p>(d) The rate of overtime for full-time and part-time employees on a Sunday is double time, and on a public holiday is double time and a half.</p> <p>(e) The rate of overtime for casual employees on a Sunday is 225% of the ordinary hourly rate of pay, and on a public holiday is 275% of the ordinary hourly rate of pay (inclusive of the casual loading).</p>	<p>(a) 200% of the ordinary hourly rate for work on a Sunday; and</p> <p>(b) Overtime on a public holiday shall be paid at the rate of 250% of the ordinary hourly rate.</p> <p>[7.11.4] Paid when work is performed outside the ordinary hours.</p> <p>[7.11.5] Paid to full-time employees for work in addition to ordinary hours in roster period or on more than specified number of starts in cl 10.</p> <p>[7.11.6] Overtime shall be paid for part-time employees for hours in excess of an average 36 hours per week or 144 hours in 4 week cycle for a roster period or work on more than 20 starts in 4 week cycle or its equivalent.</p> <p>[7.11.7] Paid to casuals for more than 38 hours per week, except in the case of the weeks specified in clause 10.</p> <p>[7.11.8] Paid for work in excess of 9 ordinary hours per day provided employees may work up to 10.5 ordinary hours on 2 days in one week and 4 days in a fortnight without attracting overtime.</p> <p>[7.11.9] At the election of an employee, an employee may request time off in lieu of overtime, such time is to be calculated at overtime rates. The time off is to be taken at a mutually agreed time, provided it is taken within one month of accrual, unless alternative arrangements are agreed.</p>	<p>(a) 200% of the minimum hourly rate for work on a Sunday; and</p> <p>(b) 250% of the minimum hourly rate for work on a public holiday.</p> <p>11.1.3 Overtime shall be paid to casual employees at the rate of:</p> <p>(a) 175% of the minimum hourly rate for the first 3 hours; and</p> <p>(b) 225% of the of the minimum hourly rate thereafter.</p> <p>11.1.4 Except that overtime shall be paid to casual employees at the rate of:</p> <p>(a) 225% of the minimum hourly rate for work on a Sunday; and</p> <p>(b) 275% of the minimum hourly rate for work on a public holiday</p> <p>11.1.5 In the calculation of overtime, each day's overtime shall stand alone.</p> <p>11.1.6 Overtime shall be paid to all employees:</p> <p>(a) when work is performed outside the spread of ordinary hours</p> <p>(b) for work in excess of 9 ordinary hours per day provided employees may work up to 11 ordinary hours on 1 day in one week and 2 days in a fortnight without attracting overtime.</p> <p>11.1.7 Overtime shall be paid to full-time employees, for work in addition to his or her ordinary hours in a roster period or on more than the specified number of starts in clause 9.1 and 9.3.</p> <p>11.1.8 Overtime shall be paid to part-time employees for hours in excess of an average of less than 38 per week or less than 152 hours in a four-week cycle for a roster period or work on more than 20 starts in a 4 week cycle or its equivalent,</p> <p>11.1.9 Overtime shall be paid to casual employees for more than 38 hours per week, or 76 hours per fortnight.</p>	
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	<p>(f) Overtime is calculated on a daily basis.</p> <p>[cl 29.3] Time off instead of payment for overtime</p> <p>(a) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.</p> <p>(b) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made. EXAMPLE: By making an agreement under clause 29.2(a) an employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.</p> <p>(c) Time off must be taken:</p> <p>(i) within the period of 6 months after the overtime is worked; and</p> <p>(ii) at a time or times within that period of 6 months agreed by the employee and employer.</p> <p>(d) If the employee requests at any time, to be paid for overtime covered by an agreement under clause 29.2(a) but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.</p> <p>(e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.</p> <p>(f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.</p> <p>(g) An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be</p>	<p>[7.11.3] In calculating overtime, each day's overtime shall stand alone.</p>	<p>11.1.10 At the election of an employee, an employee may request time off in lieu of overtime, such time is to be calculated at overtime rates. The time off is to be taken at a mutually agreed time, provided it is taken within one month of accrual, unless alternative arrangements are agreed.</p>	
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	<p>subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 29.2(a) will apply for overtime that has been worked.</p> <p>Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).</p> <p>(h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 29.2(a) applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.</p> <p>Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 29.3.</p>			
<p>Penalty payments – Evening work Monday – Friday</p>	<p>[cl 29.4(a)] Evening work Monday to Friday A penalty payment of an additional 25% will apply for ordinary hours worked after 6.00 pm. This does not apply to casuals.</p> <p>(Award to be varied to transition to casual loading in addition to penalty)</p>	<p>No equivalent provision.</p>	<p>8.3 Penalties and Loadings</p> <p>8.3.1 All applicable penalties and/or loadings for ordinary hours are only paid if work is performed at the time the penalty or loading is applicable.</p> <p>8.3.2 Permanent employees working ordinary hours after 6pm Monday to Friday shall be paid an additional penalty of 25% on the minimum hourly rate.</p> <p><u>Casuals</u></p> <p>8.3.6b. 30% for all ordinary hours worked, after 6pm Monday to Friday.</p> <p>These rates of pay reflect the nature of casual work and are in lieu of all paid leave entitlements, except Long Service Leave.</p>	

Penalty payments - Saturday	[cl 29.4(b)] Saturday work A penalty payment of an additional 25% will apply for ordinary hours worked on a Saturday for full-time and part-time employees. A casual employee must be paid an additional 10% for work performed on a Saturday between 7.00 am and 6.00 pm.	[6.3.3] Additional 25% for permanent employees who work 10pm – midnight on Saturday.	8.3.3 Permanent employees working ordinary hours on a Saturday shall be paid an additional penalty of 25% on the minimum hourly rate.	
Penalty payments – Saturday (Casuals)	[cl 29.4(b)] An additional 10% for work performed on a Saturday between 7.00am and 6.00pm.	Casuals paid 20% for time worked till 10 pm. 35% for time worked between 10 pm and midnight on Saturdays.	8.3.6c. 40%* for all ordinary hours worked on Saturdays. *Mirror clause applies so that the rates will decrease over the life of EA in line with the transitional arrangements in the GRIA.	
Penalty payments - Sunday (all employees)	[cl 29.4(c)] (ii) From 1 July 2018 to 30 June 2019 A penalty payment of an additional 80% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 85% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading). (iii) From 1 July 2019 to 30 June 2020 A penalty payment of an additional 65% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 75% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading). (iv) From 1 July 2020 A penalty payment of an additional 50% loading will apply for all hours worked by a full-time or part-time employee on a Sunday. A penalty payment of an additional 75% loading will apply for all hours worked by a casual employee on a Sunday (inclusive of the casual loading).	[6.3.4] Additional 50% (permanent) [6.3.5(c)] Additional 70% (casual)	8.3.4 Permanent employees working ordinary hours on a Sunday shall be paid an additional penalty of 80%* on the minimum hourly rate. 8.3.6d.85%* for all ordinary hours worked on Sunday. *Mirror clause applies so that the rates will decrease over the life of EA in line with the transitional arrangements in the GRIA.	
Public holiday payment	[cl 29.4(d)(i)] Work on a public holiday must be compensated by payment of an additional 125% for all hours worked by a full-time or	[22.4.1] Work on a public holiday is voluntary for permanent and casual employees. They are paid the ordinary hourly rate plus 150% for all time worked.	8.3.5 Permanent employees working ordinary hours on a public holiday shall be paid an additional	

	part-time employee. A penalty payment of an additional 150% will apply for all hours worked by a casual employee (inclusive of the casual loading).		penalty of 125% on the minimum hourly rate.					
Public holiday payment (Casuals)	[cl 29.4(d)(i)] Additional 150%.	[22.4.1] Additional 150%	8.3.6d. 150% for all time worked on a Public Holiday.					
Public holiday options	[cl 29.4(d)(ii)] Provided that by mutual agreement of the employee and the employer, the employee (other than a casual) may be compensated for a particular public holiday by either: (A) An equivalent day or equivalent time off instead without loss of pay. The time off must be taken within four weeks of the public holiday occurring, or it shall be paid out; or (B) An additional day or equivalent time as annual leave. (iii) The employee and employer are entitled to a fresh choice of payment or time off by agreement on each occasion work is performed on a public holiday. (iv) If no agreement can be reached on the method of compensation, the default arrangement shall be as per clause 29.4(d)(i).	No equivalent	No equivalent					
Shiftwork	[cl 30.1]	No equivalent provision. – N/A	No equivalent provision. – N/A	David Jones do not employ shift workers				
Breaks	[cl 31.1(a)] Work less than 4 hours – no rest break; no meal break. Work 4 hours or more but no more than 5 hours – one 10 minute rest break; no meal break. Work more than 5 hours but less than 7 hours – One 10 minute rest break; one meal break of at least 30 minutes but not more than 60 minutes.	[7.14] Rest periods [7.14.1] If employees are entitled to one rest break and one meal break, rest break to be taken in longest work period. [7.14.3] Where employees are entitled to 2 rest breaks, they take one after the meal break and one before. [7.14.4] 10 minute paid rest break to employees rostered for more than 4 hours	12 Rest Periods and Meal Breaks 12.1.1 Employees in all states are entitled to the following rest and meal breaks: <table border="1" data-bbox="1451 1190 1886 1337"> <thead> <tr> <th>Hours worked per day</th> <th>Breaks</th> </tr> </thead> <tbody> <tr> <td>4 hours or more</td> <td>10 minute rest break</td> </tr> </tbody> </table>	Hours worked per day	Breaks	4 hours or more	10 minute rest break	
Hours worked per day	Breaks							
4 hours or more	10 minute rest break							

	<p>Work 7 hours or more but less than 10 hours – 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.</p> <p>(b) The timing of the taking of a rest break or meal break is intended to provide a meaningful break for the employee during work hours.</p> <p>(c) An employee cannot be required to take a rest break or meal break within one hour of commencing or ceasing of work. An employee cannot be required to take a rest break(s) combined with a meal break.</p> <p>(d) No employee can work more than 5 hours without a meal break.</p> <p>(e) The time of taking rest and meal breaks and the duration of meal breaks form part of the roster and are subject to the roster provisions of this award.</p> <p>(f) Rest breaks are paid breaks and meal breaks (except for shiftworkers) are unpaid breaks.</p> <p>(g) The award flexibility clause can be utilised to permit variations to this clause by agreement between the employer and employees.</p>	<p>(exc. QLD and VIC, who receive break if rostered for 4 hours or more).</p> <p>[7.14.5] Second 10 minutes rest break in QLD and VIC if rostered for 7 hours or more per day.</p> <p>[7.14.7] Second 10 minute rest break to all other employees rostered to work 8 hours or more per day.</p> <p>[7.13] Meal breaks</p> <p>[7.13.1] Employee cannot work more than 5 hours without taking a meal break.</p> <p>[7.13.2] David Jones shall provide an unpaid meal break of 45 to 60 minutes after each 5 hours worked.</p> <p>[7.13.3] Break times will be matched to customer traffic.</p> <p>[7.13.4] Employee and David Jones may mutually agree to shorter meal breaks of no less than 30 minutes.</p> <p>[7.13.5] If employee is working on a shift of no more than 6 hours, these may apply on a voluntary basis:</p> <p>(a) With consent of David Jones, the employee could work up to 6 hours, foregoing meal break until shift concludes. Agreement to be recorded in writing.</p> <p>(b) Where such agreement is made, employee is to take rest period at least 2 hours before concluding work.</p> <p>(c) Employee may revoke their request to work up to 6 hours.</p>	<p>More than 5 but less than 7</p> <p>7 or more but less than 10</p> <p>10 or more</p>	<p>One 10 minute paid rest break</p> <p>One unpaid meal break of at least 30 minutes and not more than 60 minutes</p> <p>Two 10 minute paid rest breaks (one to be taken in the first half of the shift and one in the second half)</p> <p>One unpaid meal break of at least 30 minutes and not more than 60 minutes</p> <p>Two 10 minute paid rest breaks (one to be taken in the first half of the shift and one in the second half)</p> <p>Two unpaid meal breaks of at least 30 minutes and not more than 60 minutes</p>	<p>12.1.2 Meal breaks will be rostered to match customer transaction traffic. However, an employee shall:</p> <p>a) Not take a rest break within one hour of an employee's meal break or commencing or finishing time</p>
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			who wish to work up to 6 hours with a meal break.	
Break between work periods	<p>[cl 31.2] Breaks between work periods</p> <p>(a) All employees will be granted a 12 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.</p> <p>(b) Where an employee recommences work without having had 12 hours off work then the employee will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence.</p> <p>(c) By agreement between an employer and an employee or employees the period of 12 hours may be reduced to not less than 10 hours.</p>	<p>[7.2.6] A 10 hour break shall be observed between finishing work on 1 day (including any overtime) and starting work on the next day, including any overtime, or pay employees at overtime rates until such time as the employee is released from work for a 10 hour break.</p>	<p>9.1.6A 12 hour break shall be observed between finishing work on 1 day (including any overtime) and starting work on the next day, including any overtime. Where an employee recommences work without having had 12 hours off work then the employee will be paid at double the rate they would be entitled to until such time as they are released from duty for a period of 12 consecutive hours off work without loss of pay for ordinary time hours occurring during the period of such absence. By agreement between David Jones and an individual employee the period of 12 hours may be reduced to not less than 10 hours.</p>	
Annual leave	<p>[cl 32.1] Annual leave is provided for in the NES (see below).</p> <p>[cl 32.2] Definition of shiftworker For the purpose of the additional week of annual leave provided for in the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for seven days a week.</p> <p>[cl 32.3] Annual leave loading (a) During a period of annual leave an employee will receive a loading calculated on the rate of wage prescribed in clause 17— Minimum weekly wages of this award. Annual leave loading is payable on leave accrued. (b) The loading will be as follows: (i) Day work</p>	<p>[cl.10.1] Permanent employees are provided 4 weeks' annual leave for each year of service.</p> <p>10.1.1 An annual leave loading of 17.5% will be added to leave taken during employment.</p> <p>10.1.2 Annual leave loading shall be paid at the commencement of leave.</p> <p>10.1.3 Annual leave normally cannot be taken in blocks of less than one week. However, permanent employees may take up to 5 days of their annual leave in single day periods.</p> <p>10.1.4 On termination, David Jones shall pay employees' annual leave on a proportionate basis for each completed hour of service. Leave paid on termination does not attract leave loading unless the</p>	<p>12 Annual Leave</p> <p>12.1 Leave Entitlement</p> <p>12.1.3 Permanent employees are provided 4 weeks' annual leave for each year of service.</p> <p>12.1.4 An annual leave loading of 17.5%, or the relevant weekend penalty rates, whichever is greater but not both, will be added to leave taken during employment and paid at the commencement of the leave.</p> <p>12.1.5 On termination, David Jones shall pay employees' annual leave on a proportionate basis for each completed hour of service and the applicable Annual Leave loading.</p> <p>12.1.6 Employees may elect whether annual leave will be paid as part</p>	

	<p>Employees who would have worked on day work only had they not been on leave—17.5% or the relevant weekend penalty rates, whichever is the greater but not both.</p> <p>(ii) Shiftwork Employees who would have worked on shiftwork had they not been on leave—a loading of 17.5% or the shift loading (including relevant weekend penalty rates) whichever is the greater but not both.</p> <p>[cl 32.4] Annual leave in advance (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave. (b) An agreement must: (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian. Note: An example of the type of agreement required by clause 32.4 is set out at Schedule G. There is no requirement to use the form of agreement set out at Schedule G.</p> <p>(c) The employer must keep a copy of any agreement under clause 32.4 as an employee record. (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 32.4, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.</p>	<p>termination is at David Jones instigation for reasons other than misconduct.</p> <p>10.1.5 Employees may elect whether annual leave will be paid as part of the normal pay cycle or prior to going on annual leave.</p> <p>10.1.6 Where a public holiday occurs during a period of annual leave, the public holiday shall be added to the period of leave.</p> <p>10.2 Applying for Leave</p> <p>10.2.1 The taking of Leave is to be determined by mutual agreement between the employee and David Jones.</p> <p>10.2.2 David Jones shall respond to annual leave applications within 14 days.</p> <p>10.2.3 David Jones shall have regard to the leave arrangements of an employee's partner when considering leave requests.</p> <p>10.2.4 Annual leave will not generally be granted at the busy times of the year, for example: Christmas and Clearance, and for specific departments leave will be limited at other times, for example, confectionery near Mothers Day and Valentines Day.</p> <p>10.3 Accumulation of Leave</p> <p>10.3.1 Untaken annual leave shall accumulate from year to year.</p> <p>10.3.2 David Jones shall encourage employees to take 2 weeks of annual leave each 6 months.</p> <p>10.3.3 All employees' annual leave shall be taken in the year of accrual and unless otherwise agreed. Not more than one week of leave may be carried forward to the next year.</p>	<p>of the normal pay cycle or prior to going on annual leave.</p> <p>12.1.7 Where a public holiday occurs during a period of annual leave, the public holiday shall be added to the period of leave.</p> <p>12.2 Applying for Leave</p> <p>12.2.3 Annual leave may be taken for a period agreed between David Jones and the employee. David Jones will not unreasonably refuse to agree to a request by the employee to take paid annual leave.</p> <p>12.2.4 David Jones shall respond to annual leave applications within 14 days.</p> <p>12.2.5 David Jones shall have regard to the leave arrangements of an employee's partner when considering leave requests.</p> <p>12.2.6 David Jones and employees appreciate that granting of annual leave is challenging during key operational periods, which include the Christmas and Clearance trading period. Any requests made during this time will not be unreasonably refused and will be considered on a case by case basis.</p> <p>12.3 Accumulation of Leave</p> <p>12.3.3 Untaken annual leave shall accumulate from year to year.</p> <p>12.3.4 David Jones shall encourage employees to take 2 weeks of annual leave each 6 months.</p>	
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	<p>[cl 32.5] Close-down An employer may require an employee to take annual leave as part of a close-down of its operations, by giving at least four weeks' notice.</p> <p>[cl 32.6] Excessive leave accruals: general provision Note: Clauses 32.6 to 32.8 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Fair Work Act. (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 32.2). (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual. (c) Clause 32.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave. (d) Clause 32.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.</p> <p>[cl 32.7] Excessive leave accruals: direction by employer that leave be taken (a) If an employer has genuinely tried to reach agreement with an employee under clause 32.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.</p>	<p>10.3.4 David Jones shall, in exceptional circumstances, allow employees to accrue up to 2 weeks' annual leave for the purposes of taking extended holidays.</p> <p>10.3.5 David Jones may, with a minimum of one month's notice, direct an employee to take up to 4 weeks of annual leave each year.</p> <p>10.4 Direction to take leave 10.4.1 Where David Jones' trading or financial circumstances dictate, David Jones may require an employee who has accumulated Annual Leave in excess of 4 weeks, to take such accrued Annual Leave as paid Annual Leave, provided: (a) The requirement is reasonable; (b) A minimum of 4 weeks' notice is provided; and (c) The period of Annual Leave required to be taken is fully accrued and does not exceed 4 weeks.</p> <p>10.5 Recrediting of leave while on Annual Leave 10.5.1 An employee who, during their period of Annual Leave is: (a) ill or injured and would otherwise have taken personal leave; or (b) required to care for someone who is ill or injured and would otherwise have taken carer's leave; or (c) entitled to compassionate leave; or (d) entitled to emergency services leave; or, (e) is undertaking jury service,</p>	<p>12.4 Direction to take leave 12.4.3 Where David Jones' trading or financial circumstances dictate, David Jones may require an employee who has accumulated Annual Leave in excess of 8 weeks, to take such accrued Annual Leave as paid Annual Leave, provided: (a) The requirement is reasonable; (b) A minimum of 8 weeks' notice is provided; and (c) The period of Annual Leave required to be taken must: (i) be fully accrued; and (ii) not be less than one week; and (iii) not exceed 4 weeks; and (iv) Not leave the employee with less than 6 weeks accrued annual leave taking into account any other agreed periods of approved annual leave.</p> <p>12.5 Recrediting of leave while on Annual Leave 12.5.3 An employee who, during their period of Annual Leave is: (a) ill or injured and would otherwise have taken personal leave; or (b) required to care for someone who is ill or injured and would otherwise have taken carer's leave; or (c) entitled to compassionate leave; or (d) entitled to emergency services leave; or, (e) is undertaking jury service,</p>	
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	<p>(b) However, a direction by the employer under paragraph (a):</p> <p>(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 32.6, 32.7 or 32.8 or otherwise agreed by the employer and employee) are taken into account; and</p> <p>(ii) must not require the employee to take any period of paid annual leave of less than one week; and</p> <p>(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and</p> <p>(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.</p> <p>(c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.</p> <p>(d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.</p> <p>Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 32.7(b)(i).</p> <p>Note 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.</p> <p>[cl 32.8] Excessive leave accruals: request by employee for leave</p> <p>(a) If an employee has genuinely tried to reach agreement with an employer under clause 32.6(b) but agreement is not reached</p>	<p>is taken not to be on paid Annual Leave for that other period of leave.</p> <p>David Jones is entitled to deduct the value of annual leave loading paid for any period of leave which is re-credited, in accordance with this Clause, from the employee's fortnightly earnings.</p>	<p>is taken not to be on paid Annual Leave for that other period of leave.</p> <p>12.5.4 David Jones is entitled to deduct the value of annual leave loading paid for any period of leave which is re-credited, in accordance with this Clause, from the employee's fortnightly earnings.</p>	
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	<p>(including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.</p> <p>(b) However, an employee may only give a notice to the employer under paragraph (a) if:</p> <p>(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and</p> <p>(ii) the employee has not been given a direction under clause 32.7(a) that, when any other paid annual leave arrangements (whether made under clause 32.6, 32.7 or 32.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.</p> <p>(c) A notice given by an employee under paragraph (a) must not:</p> <p>(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 32.6, 32.7 or 32.8 or otherwise agreed by the employer and employee) are taken into account; or</p> <p>(ii) provide for the employee to take any period of paid annual leave of less than one week; or</p> <p>(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or</p> <p>(iv) be inconsistent with any leave arrangement agreed by the employer and employee.</p> <p>(d) An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined by clause 32.2) in any period of 12 months.</p>			
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	<p>(e) The employer must grant paid annual leave requested by a notice under paragraph (a).</p> <p>[cl 32.9] Cashing out of annual leave</p> <p>(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 32.9.</p> <p>(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 32.9.</p> <p>(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.</p> <p>(d) An agreement under clause 32.9 must state:</p> <p>(i) the amount of leave to be cashed out and the payment to be made to the employee for it; and</p> <p>(ii) the date on which the payment is to be made.</p> <p>(e) An agreement under clause 32.9 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.</p> <p>(f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.</p> <p>(g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.</p> <p>(h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.</p> <p>(i) The employer must keep a copy of any agreement under clause 32.9 as an employee record.</p> <p>Note 1: Under section 344 of the Fair Work Act, an employer must not exert undue influence or undue pressure on an employee</p>			
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	<p>to make, or not make, an agreement under clause 32.9.</p> <p>Note 2: Under section 345(1) of the Fair Work Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 32.9.</p> <p>Note 3: An example of the type of agreement required by clause 32.9 is set out at Schedule H. There is no requirement to use the form of agreement set out at Schedule H.</p> <p>NES Entitlement:</p> <p>[s 86] Annual leave applies to employees other than casual employees</p> <p>[s 87] Entitlement to annual leave <i>Amount of leave</i></p> <p>(1) For each year of service with his or her employer, an employee is entitled to:</p> <p>(a) 4 weeks of paid annual leave; or</p> <p>(b) 5 weeks of paid annual leave, if:</p> <p>(i) a modern award applies to the employee and defines or describes the employee as a shiftworker for the purposes of the National Employment Standards; or</p> <p>(ii) an enterprise agreement applies to the employee and defines or describes the employee as a shiftworker for the purposes of the National Employment Standards; or</p> <p>(iii) the employee qualifies for the shiftworker annual leave entitlement under subsection (3) (this relates to award/agreement free employees).</p> <p><i>Accrual of leave</i></p> <p>(2) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.</p>			
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	<p><i>Award/agreement free employees who qualify for the shiftworker entitlement</i></p> <p>(3) An award/agreement free employee qualifies for the shiftworker annual leave entitlement if:</p> <p>(a) the employee:</p> <p>(i) is employed in an enterprise in which shifts are continuously rostered 24 hours a day for 7 days a week; and</p> <p>(ii) is regularly rostered to work those shifts; and</p> <p>(iii) regularly works on Sundays and public holidays; or</p> <p>(b) the employee is in a class of employees prescribed by the regulations as shiftworkers for the purposes of the National Employment Standards.</p> <p>(4) However, an employee referred to in subsection (3) does not qualify for the shiftworker annual leave entitlement if the employee is in a class of employees prescribed by the regulations as not being qualified for that entitlement.</p> <p>(5) Without limiting the way in which a class may be described for the purposes of paragraph (3)(b) or subsection (4), the class may be described by reference to one or more of the following:</p> <p>(a) a particular industry or part of an industry;</p> <p>(b) a particular kind of work;</p> <p>(c) a particular type of employment.</p> <p>[88] Taking paid annual leave</p> <p>(1) Paid annual leave may be taken for a period agreed between an employee and his or her employer.</p> <p>(2) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.</p>			
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	<p>[s 89] Employee not taken to be on paid annual leave at certain times <i>Public holidays</i> (1) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday. (2) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave) under this Part, or a period of absence from employment under Division 8 (which deals with community service leave), the employee is taken not to be on paid annual leave for the period of that other leave or absence.</p> <p>[s 90] Payment for annual leave (1) If, in accordance with this Division, an employee takes a period of paid annual leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. (2) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.</p> <p>[s 91] Transfer of employment situations that affect entitlement to payment for period of untaken paid annual leave <i>Transfer of employment situation in which employer may decide not to recognise employee's service with first employer</i> (1) Subsection 22(5) does not apply (for the purpose of this Division) to a transfer of employment between non-associated entities</p>			
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	<p>in relation to an employee, if the second employer decides not to recognise the employee's service with the first employer (for the purpose of this Division).</p> <p>(2) If subsection 22(5) applies (for the purpose of this Division) to a transfer of employment in relation to an employee, the employee is not entitled to be paid an amount under subsection 90(2) for a period of untaken paid annual leave.</p> <p>[s 92] Paid annual leave must not be cashed out except in accordance with permitted cashing out terms Paid annual leave must not be cashed out, except in accordance with: (a) cashing out terms included in a modern award or enterprise agreement under section 93, or (b) an agreement between an employer and an award/agreement free employee under subsection 94(1).</p> <p>[s 93] Modern awards and enterprise agreements may include terms relating to cashing out and taking paid annual leave</p> <p>[s 94] Cashing out and taking paid annual leave for award/agreement free employees</p>			
Personal/carer's leave	<p>[cl 33.1] Personal/carer's leave and compassionate leave are provided for in the NES (see below).</p> <p>[cl 33.2] Casual employees are entitled to be not available for work or to leave work to care for a person who is sick and requires care and support or who requires care due to an emergency.</p>	<p>22 Personal (Sick) / Carer's Leave</p> <p>22.3 Entitlement 22.3.1 A full-time employee is entitled to: i.76 hours paid personal/carer's leave per year of employment. This entitlement will accumulate</p>	<p>26 Personal Leave</p> <p>26.1 Entitlement 26.1.1 Permanent employees are entitled to take paid personal leave when they are unable to attend work on a day that they are rostered to work, due to a personal illness or injury, or to provide care and support for an immediate family member or a member</p>	Ability to use personal leave for the purpose of Pre-natal Leave and pre-adoption leave

	<p>[cl 33.3] Such leave is unpaid. A maximum of 48 hours absence is allowed by right with additional absence by agreement.</p> <p>NES Entitlements: [s 95] This applies to employees other than casual employees.</p> <p>[s 96] Entitlement to paid personal/carer's leave <i>Amount of leave</i> (1) For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carer's leave.</p> <p><i>Accrual of leave</i> (2) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.</p> <p>[s 97] Taking paid personal/carer's leave An employee may take paid personal/carer's leave if the leave is taken: (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of: (i) a personal illness, or personal injury, affecting the member; or (ii) an unexpected emergency affecting the member.</p> <p>Note 1: The notice and evidence requirements of section 107 must be complied with. Note 2: If a female employee has an entitlement to paid personal/carer's leave, she may take that leave instead of taking</p>	<p>progressively during the first 12 months of employment.</p> <p>ii.76 hours of paid personal/carer's leave per year for each year of employment beyond the first year, available upon the anniversary of commencement of employment each year.</p> <p>22.3.2 Unused personal/carer's leave accumulates from year to year.</p> <p>22.3.3 An employee may use their personal/carer's leave to provide care to an immediate family member, as defined in clause 1.9.4 or member of their household who is ill and is the responsibility of the employee.</p> <p>22.3.4 A part-time employee is entitled to the same personal/carer's leave entitlement as full-time employees on a pro rata basis.</p> <p>22.3.5 Accrued personal/carer's leave entitlements of existing employees (including employees who are no longer entitled to sick leave by reason of this Agreement) shall be unaffected by this Agreement.</p> <p>22.3.6 No payment for untaken personal/carer's leave is made on termination.</p> <p>22.4 Notice Required To qualify for payment of personal/carer's leave employees will notify their manager within 24 hours of the commencement of the absence or at the earliest opportunity practicable, of their inability to attend work because of illness, injury or carer's responsibilities. The employee will also advise their manager as far as possible of the likely duration of the absence including updates as</p>	<p>of the employee's household who requires care or support because of personal illness, or injury of the person, or an unexpected emergency affecting the person.</p> <p>26.1.1 A full-time employee is entitled to: i.10 days paid personal leave per year of employment. This entitlement will accumulate progressively during the first 12 months of employment. ii.10 days of paid personal leave per year for each year of employment beyond the first year, available upon the anniversary of commencement of employment each year.</p> <p>26.1.2 Unused personal leave accumulates from year to year.</p> <p>26.1.3 A part-time employee is entitled to the same personal leave entitlement as full-time employees on a pro rata basis.</p> <p>26.1.4 No payment for untaken personal leave is made on termination.</p> <p>26.2 Notice Required To qualify for payment of personal leave employees will notify their line manager within 24 hours of the commencement of the absence or at the earliest opportunity practicable, of their inability to attend work because of illness, injury or carer's responsibilities. The employee will also advise their line manager as far as possible of the likely duration of the absence including updates as circumstances of the illness, injury or carer's responsibilities change.</p>	
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	<p>unpaid special maternity leave under section 80.</p> <p>[s 98] Employee taken not to be on paid personal/carer's leave on public holiday If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.</p> <p>[s 99] Payment for paid personal/carer's leave If, in accordance with this Subdivision, an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.</p> <p>[s 100] Paid personal/carer's leave must not be cashed out except in accordance with permitted cashing out terms Paid personal/carer's leave must not be cashed out, except in accordance with cashing out terms included in a modern award or enterprise agreement under section 101.</p> <p>[s 101] Modern awards and enterprise agreements may include terms relating to cashing out paid personal/carer's leave (1) A modern award or enterprise agreement may include terms providing for the cashing out of paid personal/carer's leave by an employee. (2) The terms must require that: (a) paid personal/carer's leave must not be cashed out if the cashing out would result in the employee's remaining</p>	<p>circumstances of the illness, injury or carer's responsibilities change.</p> <p>22.5 Proof of Absence 22.5.1 An employee may take up to 3 single days' Personal Leave in each anniversary year without the need to provide proof of absence. 22.5.2 In all other instances the employee will provide such evidence as David Jones reasonably requires that they were unable to attend work due to illness or injury on the day or days Personal Leave is claimed. 22.5.3 In the event of Carer's Leave being required, an employee must provide a satisfactory explanation of the occasion when requested by David Jones. 22.5.4 As evidence, David Jones may require any of the following: i.certificates from doctors, or ii.certificates from health therapists other than doctors including, physiotherapists, chiropractors, naturopaths, homeopaths, podiatrists, etc. who are recognised by major health funds, or iii.Statutory declarations by employees.</p> <p>22.5.5 Following 3 single day absences, David Jones may notify the employee that in the future the employee shall need to provide a medical certificate.</p> <p>22.6 Unpaid Personal/Carer's Leave 22.6.1 A permanent employee is entitled to 2 days of unpaid carer's leave for</p>	<p>26.3 Proof of Absence 26.3.1 An employee may take up to 3 single days' Personal Leave in each anniversary year without the need to provide proof of absence. 26.3.2 In all other instances the employee may be required to provide evidence that would satisfy a reasonable person such as a medical certificate or statutory declaration that they were unable to attend work due to illness or injury, or the need to provide care on the day or days Personal Leave is claimed. 26.3.3 Following 3 single day absences, David Jones may notify the employee that in the future the employee shall need to provide evidence that would satisfy a reasonable person.</p> <p>26.4 Unpaid Carer's Leave 26.4.1 An employee is entitled to up to 2 days of unpaid carer's leave for each occasion when a member of the employee's immediate family, as defined in clause 1.8.4 or household requires care or support because of a personal illness or injury, or in the event of an unexpected emergency affecting the family or household member. 26.4.2 Once a permanent employee's paid personal leave is exhausted, the employee is entitled to up to 2 days' unpaid carer's leave per occasion. 26.4.3 Casual employees are entitled to up to 2 days' unpaid carer's leave per occasion.</p>	
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	<p>accrued entitlement to paid personal/carer's leave being less than 15 days; and (b) each cashing out of a particular amount of paid personal/carer's leave must be by a separate agreement in writing between the employer and the employee; and (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.</p> <p>Unpaid carers leave [s 102] Entitlement to unpaid carer's leave An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of: (a) a personal illness, or personal injury, affecting the member; or (b) an unexpected emergency affecting the member.</p> <p>[s 103] Taking unpaid carer's leave (1) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in section 102. (2) An employee may take unpaid carer's leave for a particular permissible occasion as: (a) a single continuous period of up to 2 days; or (b) any separate periods to which the employee and his or her employer agree. (3) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.</p>	<p>each occasion when a member of the employee's immediate family, as defined in clause 1.9.4 or household requires care or support because of a personal illness or injury, or in the event of an unexpected emergency affecting the family or household member.</p> <p>22.6.2 Once a permanent employee's paid personal carer's leave is exhausted, the employee is entitled to up to 2 days' unpaid leave per occasion.</p> <p>22.6.3 Casual employees are entitled to 2 days' unpaid carer's leave per occasion.</p> <p>22.6.4 An employee must provide a satisfactory explanation of the occasion when requested by David Jones.</p> <p>21 Pre-Natal and Pre-Adoption Leave</p> <p>21.1 Entitlement A permanent employee who is pregnant or whose partner is pregnant, or who is seeking to adopt a child, may access their accrued personal leave for pre-adoption interviews or medical appointments associated with the pregnancy.</p> <p>21.1.1 Notice Required An employee will inform David Jones as soon as possible of a requirement to attend a medical or pre-adoption appointment.</p> <p>21.2 Proof of Attendance An employee will provide proof of attendance if requested by David Jones.</p>	<p>26.4.4 The unpaid carer's leave may be taken in a single continuous period or any separate period by agreement between the employee and David Jones.</p> <p>26.4.5 David Jones may request an employee provide evidence that would satisfy a reasonable person where they were unable to work due to the need to provide care.</p> <p>25 Pre-Natal and Pre-Adoption Leave</p> <p>25.1 Entitlement A permanent employee who is pregnant or whose partner is pregnant, or who is seeking to adopt a child, may access their accrued personal leave for pre-adoption interviews or medical appointments associated with the pregnancy.</p> <p>25.5 Notice & Evidence Required An employee will inform David Jones as soon as possible of a requirement to attend a medical or pre-adoption appointment and provide proof of attendance if requested by David Jones.</p>	
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	<p><i>Modern awards and enterprise agreements may include evidence requirements</i></p> <p>(5) A modern award or enterprise agreement may include terms relating to the kind of evidence that an employee must provide in order to be entitled to paid personal/carer's leave, unpaid carer's leave or compassionate leave.</p> <p>Note: Personal information given to an employer under this section may be regulated under the <i>Privacy Act 1988</i></p>			
Compassionate Leave	<p>Compassionate leave</p> <p>[s 104] Entitlement to compassionate leave</p> <p>An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:</p> <p>(a) contracts or develops a personal illness that poses a serious threat to his or her life; or</p> <p>(b) sustains a personal injury that poses a serious threat to his or her life; or</p> <p>(c) dies.</p> <p>[s 105] Taking compassionate leave</p> <p>(1) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:</p> <p>(a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in section 104; or</p> <p>(b) after the death of the member of the employee's immediate family or household referred to in section 104.</p> <p>(2) An employee may take compassionate leave for a particular permissible occasion as:</p> <p>(a) a single continuous 2 day period; or</p>	<p>10 Compassionate Leave</p> <p>10.1 Entitlement</p> <p>10.1.1 A permanent employee who suffers a death in their family or significant other is entitled to paid compassionate leave which is provided so employees can make arrangements for, travel to and attend the family member or significant other's funeral.</p> <p>10.1.2 A casual employee is entitled to 2 days' unpaid compassionate leave where a member of their immediate family, as defined in clause 1.9.3, Extended Family, or household dies or contracts or develops a personal illness or injury that poses a serious threat to his or her life.</p> <p>10.1.3 Compassionate leave is available upon the death of a member of an employee's Extended Family as defined in clause 1.9.3, Extended Family.</p> <p>10.1.4 David Jones will continue to pay permanent employees for shifts they miss as follows:</p> <p>(a) 5 days compassionate leave for the death of a child, spouse or parent;</p>	<p>15 Compassionate Leave</p> <p>15.1 Entitlement</p> <p>15.1.1 A permanent employee who suffers the death of a family member or significant other is entitled to paid compassionate leave which is provided so employees can make arrangements for, travel to and attend the funeral.</p> <p>15.1.2 A casual employee is entitled to 2 days' unpaid compassionate leave where a member of their immediate family, as defined in clause 1.8.3, Extended Family as defined in clause 1.8.4, or household dies or contracts or develops a personal illness or injury that poses a serious threat to his or her life.</p> <p>15.1.3 David Jones will continue to pay permanent employees for shifts they miss as follows:</p> <p>(a) 5 days compassionate leave for the death of a child, spouse or parent;</p> <p>(b) A minimum of 3 days' compassionate leave for the death of other named relatives as defined in clause 1.8.3, increased to 4 days if the employee travels interstate for</p>	Additional Compassionate Leave

	<p>(b) 2 separate periods of 1 day each; or (c) any separate periods to which the employee and his or her employer agree.</p> <p>(3) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists. Note: The notice and evidence requirements of section 107 must be complied with.</p> <p>[s 106] Payment for compassionate leave (other than for casual employees) If, in accordance with this Subdivision, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. Note: For casual employees, compassionate leave is unpaid leave.</p> <p>[s 107] Notice and evidence requirements <i>Notice</i> (1) An employee must give his or her employer notice of the taking of leave under this Division by the employee. (2) The notice: (a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and (b) must advise the employer of the period, or expected period, of the leave.</p> <p><i>Evidence</i> (3) An employee who has given his or her employer notice of the taking of leave under this Division must, if required by the employer, give the employer evidence that would satisfy a reasonable person that:</p>	<p>(b) A minimum of 3 days' compassionate leave for the death of other named relatives as defined in clause 1.9.3, increased to 4 days if the employee travels interstate for the funeral and 5 days if the employee travels overseas for the funeral; (c) A maximum of 2 days' paid compassionate leave due to the death of a member of an employee's household; (d) A maximum of 2 days' paid compassionate leave for the purpose of spending time with an employee's relative as defined in clause 1.9.3, Extended Family or member of the employee's household who has a personal illness or sustains a personal injury that poses a serious threat to his/her life.</p> <p>10.1.5 David Jones will not unreasonably refuse employees up to 1 day of compassionate leave for other relatives not listed above and significant others.</p> <p>10.2 Proof of Attendance Reasonable proof may be required by David Jones for payment of compassionate leave.</p>	<p>the funeral and 5 days if the employee travels overseas for the funeral; (c) A maximum of 2 days' paid compassionate leave due to the death of a member of an employee's household; (d) A maximum of 2 days' paid compassionate leave for the purpose of spending time with an employee's relative as defined in clause 1.8.3, Extended Family or member of the employee's household who has a personal illness or sustains a personal injury that poses a serious threat to his/her life.</p> <p>15.1.4 David Jones will not unreasonably refuse employees up to 1 day of compassionate leave for other relatives not listed above and significant others.</p>	
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	<p>(a) if it is paid personal/carer's leave--the leave is taken for a reason specified in section 97; or</p> <p>(b) if it is unpaid carer's leave--the leave is taken for a permissible occasion in circumstances specified in <u>subsection 103(1)</u>; or</p> <p>(c) if it is compassionate leave--the leave is taken for a permissible occasion in circumstances specified in <u>subsection 105(1)</u>.</p> <p><i>Compliance</i></p> <p>(4) An employee is not entitled to take leave under this Division unless the employee complies with this section.</p>			
Personal Business Leave	No equivalent	<p>20 Personal Business Leave</p> <p>20.1 Entitlement</p> <p>20.1.1 There are occasions where employees take time off work to deal with personal matters and obtain payment for these days by taking a "sickie". This practice disrupts the effective running of operations and is a misuse of personal/carer's leave.</p> <p>20.1.2 To redress this situation permanent employees may convert up to 3 single days (not available in conjunction with any other type of leave) per year of personal/carer's leave to paid personal business leave.</p> <p>20.1.3 Such converted Personal Business Leave days may be taken in</p>	<p>20Personal Business Leave</p> <p>20.1 Entitlement</p> <p>20.1.1 There are occasions where employees take time off work to deal with personal matters and obtain payment for these days by taking a "sickie". This practice disrupts the effective running of operations and is a misuse of personal/carer's leave.</p> <p>20.1.2 To redress this situation permanent employees may convert up to 3 single days (not available in conjunction with any other type of leave) per year of personal/carer's leave to paid personal business leave.</p> <p>20.1.3 Such converted Personal Business Leave days may be taken in</p>	

		<p>periods of half day or full day lots (i.e. 6 single half days or 3 single full days)</p> <p>Each year's personal business leave stands alone.</p>	<p>periods of half day or full day lots (i.e. 6 single half days or 3 single full days)</p> <p>20.1.4 Each year's personal business leave stands alone.</p> <p>20.2 Granting of Leave</p> <p>20.2.1 An employee must notify David Jones as soon as possible of the intent to take Personal Business Leave.</p> <p>20.2.2 David Jones will automatically approve personal business leave where the employee provides 2 weeks' notice.</p> <p>20.2.3 David Jones will approve applications made up to 48 hours in advance unless in the opinion of the store manager the operation of the store will be affected by the absence.</p>	
Blood and Bone Marrow Donor Leave	No equivalent	<p>12 Blood Donor Leave</p> <p>12.1 Entitlement</p> <p>For the purpose of donating blood, permanent employees are entitled to paid leave of up to 2 hours on any one occasion up to a maximum of 4 separate occasions each anniversary year.</p> <p>12.2 Notice Required</p> <p>Employees are to give as much notice as possible of their intention to take blood donor leave.</p> <p>12.3 Proof of Attendance</p> <p>Employees, where requested by their manager, are to provide proof of attendance at a recognised blood bank.</p>	<p>16 Blood Donor Leave</p> <p>16.1 Entitlement</p> <p>A permanent employee who is absent during ordinary working hours for the purpose of donating blood is entitled to up to 2 hours paid leave up to a maximum of 4 separate occasions each anniversary year.</p> <p>16.2 Notice & Evidence Required</p> <p>Employees are to give as much notice as possible of their intention to take blood donor leave, and where requested by their line manager, are to provide proof of attendance at a recognised blood bank.</p>	

		<p>13 Bone Marrow Donor Leave</p> <p>13.1 Entitlement</p> <p>A permanent employee who is absent during ordinary working hours for the purpose of donating bone marrow, or undertaking blood tests as part of the process of becoming a registered bone marrow donor, is entitled to paid leave up to a maximum of:</p> <p>(a) 2 hours on not more than 2 occasions for the purpose of blood testing as part of the process of becoming a registered bone marrow donor; and</p> <p>(b) 3 days on any occasion that a bone marrow donation is given.</p>	<p>17 Bone Marrow Donor Leave</p> <p>17.1 Entitlement</p> <p>A permanent employee who is absent during ordinary working hours for the purpose of donating bone marrow, or undertaking blood tests as part of the process of becoming a registered bone marrow donor, is entitled to paid leave up to a maximum of:</p> <p>(a) 2 hours on not more than 2 occasions for the purpose of blood testing as part of the process of becoming a registered bone marrow donor; and</p> <p>(b) 3 days on any occasion that a bone marrow donation is given.</p> <p>17.2 Notice and Evidence Required</p> <p>So far as possible, the employee must make arrangements for bone marrow donation or blood tests so as to minimise their absence from work. If it cannot be done on a non working day, the employee must arrange the donation or testing on a day suitable to David Jones and as close as possible to the beginning or end of ordinary working hours, and provide David Jones as much notice as possible of the time and date upon which they are requesting to be absent</p> <p>An employee must provide David Jones proof of attendance at blood tests and bone marrow donation.</p>	
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Natural Disaster Leave	No equivalent provision.	[18.1] 3 days absence permitted in event of a natural disaster.	<p style="text-align: center;">21 Natural Disaster Leave</p> <p>21.1 Entitlement</p> <p>A permanent employee may be prevented from attending work as a result of a natural disaster, such as a bushfire or flood threatening their property or severing transport links to work, or they may be required to look after their children as a result of the natural disaster. A permanent employee is entitled to up to 3 days leave of absence in the event of a natural disaster, without loss of pay for rostered ordinary hours falling during such absence. The employee shall, where possible, keep David Jones informed of the progress of the situation</p> <p>21.2 Notice Required</p> <p>An employee must notify David Jones as soon as possible of being unable to attend work or the need to leave work. The employee shall provide such proof as David Jones reasonably requires that the absence was a result of a natural disaster.</p>	

<p>Public Holidays</p>	<p>[cl 34.1] Public holidays are provided for in the NES (see below).</p> <p>[cl 34.2] An employer and a majority of employees may agree to substitute another day for a public holiday. If either the public holiday or the substitute day is worked, public holiday penalties must be paid. If both days are worked, one day at the election of the employee must be paid at public holiday rates.</p> <p>NES Entitlement: [s 114] Entitlement to be absent from employment on public holiday <i>Employee entitled to be absent on public holiday</i></p> <p>(1) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.</p> <p><i>Reasonable requests to work on public holidays</i></p> <p>(2) However, an employer may request an employee to work on a public holiday if the request is reasonable.</p> <p>(3) If an employer requests an employee to work on a public holiday, the employee may refuse the request if:</p> <p>(a) the request is not reasonable; or (b) the refusal is reasonable.</p> <p>(4) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:</p> <p>(a) the nature of the employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;</p>	<p>[cl.22.1.1] The following days are additional public holidays in the locations indicated:</p> <ul style="list-style-type: none"> i. Victoria - Melbourne Cup Day ii. South Australia - Adelaide Cup Day iii. Western Australia - Foundation Day iv. Australian Capital Territory – Canberra Day, Family and Community Day v. Queensland - Exhibition Day or, in areas where Show Day is not declared, Melbourne Cup Day and vi. New South Wales - the first Tuesday in November (Melbourne Cup Day). <p>[22.2.1] Where in a state, territory, or locality public holidays are declared or prescribed on days other than those set out above those days shall be additional holidays for the purpose of this Agreement. Provided that in the case of Newcastle Show Day (Kotara and Newcastle Stores only) permanent employees are entitled to an additional day without loss of pay as described below:</p> <ul style="list-style-type: none"> a. Store opens and permanent employees who volunteer to work receive an alternate day off without loss of pay to be taken within 28 days as mutually agreed or an additional day added to annual leave. b. Store remains closed permanent employees rostered on receive the day off without loss of ordinary pay for the hours rostered. c. For the purposes of Clauses 6.3.5 and 22.2.2 Newcastle Show Day is not regarded as a public holiday. 	<p style="text-align: center;">29 Public Holidays</p> <p>29.1 General Public Holidays</p> <p>29.1.1 Public holidays are recognised days, which if entitled, permanent employees have off without loss of pay or receive penalty rates if they work.</p> <p>29.1.2 The following days are public holidays for the purposes of this Agreement:</p> <ul style="list-style-type: none"> i. New Years Day, ii. Good Friday, iii. Easter Saturday, iv. Easter Monday, v. ANZAC Day, vi. Christmas Day, vii. Boxing Day (Proclamation Day in South Australia); viii. the days observed by the State or Territory for Australia Day, Queen's Birthday and Labour Day (8 Hour Day). <p>29.1.3 If not a public holiday, work after 7:30pm on Christmas Eve is on a voluntary basis.</p> <p>29.1.4 Work between 6.00pm and 7.30pm on Christmas Eve, will be subject to the following provisions:</p> <ul style="list-style-type: none"> (a) David Jones shall post an initial roster for Christmas Eve at least 14 days in advance. The roster will indicate the employees required 	<p>Voluntary</p>
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	<p>(b) the employee’s personal circumstances, including family responsibilities;</p> <p>(c) whether the employee could reasonably expect that the employer might request work on the public holiday;</p> <p>(d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;</p> <p>(e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);</p> <p>(f) the amount of notice in advance of the public holiday given by the employer when making the request;</p> <p>(g) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request;</p> <p>(h) any other relevant matter.</p> <p>[s 115] Meaning of public holiday <i>The public holidays</i> (1)The following are public holidays:</p> <p>(a) each of these days:</p> <p>(i) 1 January (New Year’s Day);</p> <p>(ii) 26 January (Australia Day);</p> <p>(iii) Good Friday;</p> <p>(iv) Easter Monday;</p> <p>(v) 25 April (Anzac Day);</p> <p>(vi) the Queen’s birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);</p> <p>(vii) 25 December (Christmas Day);</p> <p>(viii) 26 December (Boxing Day);</p> <p>(b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day,</p>	<p>22.3.1 Substitute Days</p> <p>22.6.5 If a day is substituted by State or Territory legislation, then the substituted day will be the public holiday.</p> <p>22.6.6 Where such a substitution occurs and a store opens for trade on the actual day then staff have the following options depending on their circumstances:</p> <p>a.If the employee is rostered to work on both days then the employee elects which day he or she wishes to apply public holiday conditions to and works the other day as a normal rostered day.</p> <p>b. If the employee is rostered to work on the substituted day and not the actual day or vice versa, then he or she receives public holiday conditions on the day they are rostered to work.</p> <p>22.6.7 At store level, by agreement between David Jones and a majority of employees, another day may be substituted for the actual days listed.</p> <p>22.6.8 In the case of Christmas Day where a substitution occurs, work on December 25 will attract a loading of 50% of the ordinary rate that is in addition to the actual rate, including Sunday penalties and the employee is also entitled to the benefits of the substituted day.</p> <p>22.7 Work on a Public Holiday</p> <p>22.7.1 Work on a public holiday is voluntary for permanent and casual employees and if they elect to work they are paid the ordinary hourly rate plus 150% for all time worked.</p>	<p>to work their normal roster beyond 6.00pm.</p> <p>(b) Employees not wishing to work beyond 6.00pm shall advise David Jones within 7 days of the roster being posted.</p> <p>(c) David Jones shall then seek volunteer replacements. If insufficient volunteers are obtained then David Jones shall have the right to direct an employee to work their normal roster until 7.30pm so that a reasonable staffing level is reached.</p> <p>29.2 State and Territory Public Holidays</p> <p>29.2.2 The following days are additional public holidays in the locations indicated:</p> <p>vii. Victoria - Melbourne Cup Day.</p> <p>viii. South Australia - Adelaide Cup Day</p> <p>ix. Western Australia - Foundation Day</p> <p>x. Australian Capital Territory – Canberra Day and Reconciliation Day.</p> <p>xi. Queensland - Exhibition Day or, in areas where Show Day is not declared, Melbourne Cup Day</p> <p>xii. New South Wales - the first Tuesday in November (Melbourne Cup Day)</p> <p>29.2.2 Where in a state, territory, or locality public holidays are gazetted, declared or prescribed on days other than those set out above those days shall be additional holidays for the</p>	
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	<p>that is excluded by the regulations from counting as a public holiday.</p> <p><i>Substituted public holidays under State or Territory laws</i> (2) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subsection (1), then the substituted day or part-day is the public holiday.</p> <p>(3) A modern award or enterprise agreement may include terms providing for an employer and employee to agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday because of subsection (1) or (2).</p> <p><i>Substituted public holidays under modern awards and enterprise agreements</i> (4) An employer and an award/agreement free employee may agree on the substitution of a day or part-day for a day or part-day that would otherwise be a public holiday because of subsection (1) or (2).</p> <p>Note: This Act does not exclude State and Territory laws that deal with the declaration, prescription or substitution of public holidays, but it does exclude State and Territory laws that relate to the rights and obligations of an employee or employer in relation to public holidays (see paragraph 27(2)(j)).</p> <p>[s 116] Payment for absence on public holiday If, in accordance with this Division, an employee is absent from his or her employment on a day or part-day that is a public holiday, the employer must pay the employee at the employee's base rate of pay</p>	<p>22.7.2 The minimum engagement on a public holiday is 3 hours or payment for 3 hours.</p> <p>22.7.3 If an employee is absent for a rostered shift the day before or the day after a public holiday they shall show David Jones that the absence was caused through illness or other acceptable reason. Where a store does not open for trade on a public holiday David Jones will allow staff to be absent for the day without loss of ordinary pay for hours rostered to work.</p> <p>22.7.4 Public holidays falling on non-working days will be treated as shown below:</p> <p>a. A full-time employee, and a part-time employee working an average of 5 days per week, whose non-working day falls on a public holiday will receive either an additional day's wages, an additional day off or an additional day of annual leave, as mutually agreed.</p> <p>b. A part-time employee not covered by sub-clause (a) above is entitled to the benefit of sub-clause (a) where the employee works an alternating roster and the public holiday falls on a day on which the employee works in any week of their roster cycle.</p> <p>c. For the purpose of this sub-clause, a "day" will mean the average number of ordinary hours worked by an employee in the roster cycle immediately prior to the day on which the holiday falls.</p>	<p>purpose of this Agreement. Provided that in the case of Newcastle Show Day (Kotara and Newcastle Stores only) permanent employees are entitled to an additional day without loss of pay as described below:</p> <p>a. Store opens and permanent employees who volunteer to work receive an alternate day off without loss of pay to be taken within 28 days as mutually agreed or an additional day added to annual leave.</p> <p>b. Store remains closed permanent employees rostered on receive the day off without loss of ordinary pay for the hours rostered.</p> <p>c. For the purposes of Clauses 8.3.5, 8.3.6 and 29.2.2 Newcastle Show Day is not regarded as a public holiday.</p> <p>29.3 Substitute Days</p> <p>29.3.2 If a day is substituted by State or Territory legislation, then the substituted day will be the public holiday.</p> <p>29.3.3 Where such a substitution occurs and a store opens for trade on the actual day then staff have the following options depending on their circumstances:</p> <p>a. If the employee is rostered to work on both days then the employee elects which day he or she wishes to apply public holiday conditions to and works the other day as a normal rostered day.</p>	
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	<p>for the employee's ordinary hours of work on the day or part-day.</p> <p>Note: If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday, or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.</p>	<p>22.8 Work on Easter Sunday if not a Public Holiday</p> <p>22.8.1 If Easter Sunday is not a Public Holiday, it is recognised that it is a day when employees wish to spend time with their families or take advantage of a longer break from work. Work on Easter Sunday will be voluntary in accordance with the provisions of this clause.</p> <p>a. David Jones will call for volunteers to work on Easter Sunday where a store is open for trade.</p> <p>b. Where insufficient numbers of employees volunteer to work on Easter Sunday, then those employees who were originally rostered to work may be required to work. The requirement to work will apply on a departmental basis and not on a store wide basis.</p> <p>c. David Jones will take into account employees preferences when deciding how make up time shifts and hours are allocated</p> <p>d. David Jones has sole discretion in setting staffing levels for Easter Sunday trading.</p> <p>e. Where employees are released from rostered work on Easter Sunday they will either work a make up shift on one of their days off or additional hours on a number of days to make up their ordinary hours as mutually agreed.</p> <p>Employees will not receive Sunday penalty rates for this make up time unless it is worked on a Sunday</p>	<p>b. If the employee is rostered to work on the substituted day and not the actual day or vice versa, then he or she receives public holiday conditions on the day they are rostered to work.</p> <p>29.3.4 At store level, by agreement between David Jones and a majority of employees, another day may be substituted for the actual days listed.</p> <p>29.3.5 In the case of Christmas Day where a substitution occurs, work on December 25 will attract a loading of 50% of the ordinary rate that is in addition to the actual rate, including Sunday penalties and the employee is also entitled to the benefits of the substituted day.</p> <p>29.4 Work on a Public Holiday</p> <p>29.4.2 Work on a public holiday is voluntary for permanent and casual employees.</p> <p>29.4.3 If Permanent Employees elect to work they are the minimum hourly rate plus 125% for all time worked.</p> <p>29.4.4 If Casual Employees elect to work they are paid the minimum hourly rate plus 150% for all time worked.</p> <p>29.4.5 The minimum engagement on a public holiday is 3 hours or payment for 3 hours.</p> <p>29.4.6 If an employee is absent for a rostered shift the day before or the day after a public holiday they shall show David Jones that the absence was caused through illness or other acceptable reason. Where a store does</p>	
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		<p>Employees may elect to not work make up time and forego payment for hours missed.</p>	<p>not open for trade on a public holiday David Jones will allow staff to be absent for the day without loss of ordinary pay for hours rostered to work.</p> <p>29.5 Work on Easter Sunday if not a Public Holiday</p> <p>29.5.2 If Easter Sunday is not a Public Holiday it is recognised that it is a day when employees wish to spend time with their families or take advantage of a longer break from work. Work on Easter Sunday will be voluntary in accordance with the provisions of this clause.</p> <ol style="list-style-type: none"> a. David Jones will call for volunteers to work on Easter Sunday where a store is open for trade. b. Where insufficient numbers of employees volunteer to work on Easter Sunday, then those employees who were originally rostered to work may be required to work. The requirement to work will apply on a departmental basis and not on a store wide basis. c. David Jones will take into account employees preferences when deciding how make up time shifts and hours are allocated d. David Jones has sole discretion in setting staffing levels for Easter Sunday trading. e. Where employees are released from rostered work on Easter Sunday they will either work a make-up shift on one of their days off or additional hours on a number of days to make up their ordinary hours as mutually agreed. 	
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			<p>Employees will not receive Sunday penalty rates for this make up time unless it is worked on a Sunday Employees may elect to not work make up time and forego payment for hours missed.</p>	
<p>Community service leave</p>	<p>[cl 35] Community service leave is provided for in the NES. NES Entitlements: [s 108] Entitlement to be absent from employment for engaging in eligible community service activity An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if: (a) the period consists of one or more of the following: (i) time when the employee engages in the activity; (ii) reasonable travelling time associated with the activity; (iii) reasonable rest time immediately following the activity; and (b) unless the activity is jury service—the employee’s absence is reasonable in all the circumstances.</p>	<p>[15] Emergency Services Leave</p> <p>[15.1] A permanent employee, involved in recognised voluntary services such as SES, bush and fire brigade shall be entitled to up to 5 days paid time off to assist their local community in emergency situations, and up to 2 paid days to attend to emergencies outside the local area.</p> <p>[15.2] Any additional time required to assist in the emergency situation shall be unpaid. This time also includes reasonable travelling time associated with the activity and reasonable rest time immediately following the activity.</p> <p>[15.3] An employee shall notify David Jones of their membership of voluntary emergency services organisations. The employee should inform David Jones as soon as possible of a requirement to attend an emergency</p>	<p>19Emergency Services Leave</p> <p>17.1 Entitlement</p> <p>A permanent employee, involved in recognised voluntary services such as SES, bush and fire brigade shall be entitled to up to 5 days’ paid time off to assist their local community in emergency situations, and up to 2 paid days to attend to emergencies outside the local area.</p> <p>Any additional time required to assist in the emergency situation shall be unpaid. This time also includes reasonable travelling time associated with the activity and reasonable rest time immediately following the activity.</p>	

	<p>[s 109] Meaning of <i>eligible community service activity</i> <i>General</i> (1) Each of the following is an <i>eligible community service activity</i>: (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or (b) a voluntary emergency management activity (see subsection (2)); or (c) an activity prescribed in regulations made for the purpose of subsection (4).</p> <p><i>Voluntary emergency management activities</i> (2) An employee engages in a <i>voluntary emergency management activity</i> if, and only if: (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and (b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and (d) either: (i) the employee was requested by or on behalf of the body to engage in the activity; or (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.</p>	<p>situation and keep David Jones informed of progress of the situation.</p> <p>[15.4] An employee shall provide proof of attendance and length of attendance at the emergency situation.</p>	<p>Casual employees are entitled to unpaid leave for the purpose of recognised voluntary service.</p> <p>17.2 Notice and Evidence Required</p> <p>An employee shall notify David Jones of their membership of voluntary emergency services organisations. The employee should inform David Jones as soon as possible of a requirement to attend an emergency situation and keep David Jones informed of progress of the situation.</p> <p>An employee shall provide proof of attendance and length of attendance at the emergency situation.</p> <p>20 Jury Service</p> <p>20.1 Entitlement</p> <p>David Jones will pay a permanent employee the difference between the jury service fees paid and the employee's ordinary time earnings for the rostered ordinary hours missed as a consequence of jury duty.</p> <p>Casual employees are entitled to unpaid leave for the purpose of jury service.</p> <p>20.2 Notice and Evidence Required</p> <p>An employee shall provide David Jones notice of the requirement to attend jury service as soon as practicable after notice is received.</p> <p>An employee shall provide proof of attendance at jury service and proof of fees received.</p>	
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	<p>(3) A recognised emergency management body is:</p> <p>(a) a body, or part of a body, that has a role or function under a plan that:</p> <ul style="list-style-type: none"> (i) is for coping with emergencies and/or disasters; and (ii) is prepared by the Commonwealth, a State or a Territory; or <p>(b) a fire-fighting, civil defence or rescue body, or part of such a body; or</p> <p>(c) any other body, or part of a body, a substantial purpose of which involves:</p> <ul style="list-style-type: none"> (i) securing the safety of persons or animals in an emergency or natural disaster; or (ii) protecting property in an emergency or natural disaster; or (iii) otherwise responding to an emergency or natural disaster; or <p>(d) a body, or part of a body, prescribed by the regulations;</p> <p>but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.</p> <p><i>Regulations may prescribe other activities</i></p> <p>(4) The regulations may prescribe an activity that is of a community service nature as an eligible community service activity.</p> <p>[s 110] Notice and evidence requirements</p>			
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	<p><i>Notice</i></p> <p>(1) An employee who wants an absence from his or her employment to be covered by this Division must give his or her employer notice of the absence.</p> <p>(2) The notice:</p> <p>(a) must be given to the employer as soon as practicable (which may be a time after the absence has started); and</p> <p>(b) must advise the employer of the period, or expected period, of the absence.</p> <p><i>Evidence</i></p> <p>(3) An employee who has given his or her employer notice of an absence under subsection (1) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.</p> <p><i>Compliance</i></p> <p>(4) An employee's absence from his or her employment is not covered by this Division unless the employee complies with this section.</p> <p>Note: Personal information given to an employer under this section may be regulated under the Privacy Act 1988 .</p> <p>[s 111] Payment to employees (other than casuals) on jury service</p> <p><i>Application of this section</i></p> <p>(1) This section applies if:</p> <p>(a) in accordance with this Division, an employee is absent from his or her employment for a period because of jury service; and</p> <p>(b) the employee is not a casual employee.</p> <p><i>Employees to be paid base rate of pay</i></p>			
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	<p>(2) Subject to subsections (3), (4) and (5), the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.</p> <p><i>Evidence</i></p> <p>(3) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:</p> <p>(a) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and</p> <p>(b) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.</p> <p>(4) If, in accordance with subsection (3), the employer requires the employee to give the employer the evidence referred to in that subsection:</p> <p>(a) the employee is not entitled to payment under subsection (2) unless the employee provides the evidence; and</p> <p>(b) if the employee provides the evidence—the amount payable to the employee under subsection (2) is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.</p> <p><i>Payment only required for first 10 days of absence</i></p> <p>(5) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:</p> <p>(a) the employer is only required to pay the employee for the first 10 days of absence; and</p>			
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	<p>(b) the evidence provided in response to a requirement under subsection (3) need only relate to the first 10 days of absence; and (c) the reference in subsection (4) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.</p> <p><i>Meaning of jury service pay</i> (6) Jury service pay means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.</p> <p><i>Meaning of jury service summons</i> (7) Jury service summons means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.</p> <p>[s 112] State and Territory laws that are not excluded (1) This Act is not intended to apply to the exclusion of laws of a State or Territory that provide employee entitlements in relation to engaging in eligible community service activities, to the extent that those entitlements are more beneficial to employees than the entitlements under this Division.</p>			
<p>Leave to deal with Family and Domestic Violence</p>	<p>[cl 36.1] This clause applies to all employees, including casuals.</p> <p>[cl 36.2] Definitions (a) In this clause: family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.</p> <p>family member means:</p>	<p>No equivalent</p>	<p>27 Family and Domestic Violence Leave</p> <p>27.1 David Jones understands that Family and Domestic Violence (FDV) can have a distressing and detrimental impact on the lives of employees who experience it. David Jones is committed to supporting employees who are experiencing family and/or domestic violence by providing a flexible, supportive and safe workplace</p>	

	<p>(i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or</p> <p>(ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or</p> <p>(iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.</p> <p>(b) A reference to a spouse or de facto partner in the definition of family member in clause 36.2(a) includes a former spouse or de facto partner.</p> <p>[cl 36.3] Entitlements to unpaid leave An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:</p> <p>(a) the leave is available in full at the start of each 12 month period of the employee's employment; and</p> <p>(b) the leave does not accumulate from year to year; and</p> <p>(c) is available in full to part-time and casual employees.</p> <p>Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.</p> <p>2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.</p> <p>[cl 36.5] Taking unpaid leave An employee may take unpaid leave to deal with family and domestic violence if the employee:</p> <p>(a) is experiencing family and domestic violence; and</p>		<p>environment. David Jones has a policy which provides entitlements in addition to the minimum entitlements contained in this clause. This policy may change from time to time.</p> <p>27.2 In this clause:</p> <p>family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.</p> <p>family member means:</p> <p>) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or</p> <p>i) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or</p> <p>ii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.</p> <p>A reference to a spouse or de facto partner in the definition of family member in clause 27.1 includes a former spouse or de facto partner.</p> <p>27.3 Entitlement to unpaid leave All employees are entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:</p>	
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	<p>(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.</p> <p>Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.</p> <p>[cl 36.5] Service and continuity The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.</p> <p>[cl 36.6] Notice and evidence requirements (a) Notice An employee must give their employer notice of the taking of leave by the employee under clause 36. The notice:</p> <ul style="list-style-type: none"> (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and (ii) must advise the employer of the period, or expected period, of the leave. <p>(b) Evidence An employee who has given their employer notice of the taking of leave under clause 36 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 36.4. Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.</p>		<ul style="list-style-type: none"> a) the leave is available in full at the start of each 12 month period of the employee's employment; and b) the leave does not accumulate from year to year; and c) is available in full to part-time and casual employees. d) A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and David Jones. e) David Jones and the employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence. <p>27.4 Taking unpaid leave</p> <p>An employee may take unpaid leave to deal with family and domestic violence if the employee:</p> <ul style="list-style-type: none"> (a) is experiencing family and domestic violence; and (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work. 	
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	<p>[cl 36.7] Confidentiality (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 36.6 is treated confidentially, as far as it is reasonably practicable to do so. (b) Nothing in clause 36 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person. Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information</p> <p>[cl 36.8] Compliance An employee is not entitled to take leave under clause 36 unless the employee complies with clause 36.</p>		<p>Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.</p> <p>27.5 Service and continuity</p> <p>The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.</p> <p>27.6 Notice and evidence requirements</p> <p>(a) An employee must give David Jones notice of the taking of leave as soon as practicable (which may be a time after the leave has started), and must advise the period, or expected period, of the leave.</p> <p>(b) An employee may be required to provide David Jones with evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 27.3.</p> <p>(c) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.</p> <p>27.7 Confidentiality</p> <p>(a) David Jones must take steps to ensure information</p>	
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			<p>concerning any notice an employee has given, or evidence an employee has provided under clause 27.5 is treated confidentially, as far as it is reasonably practicable to do so.</p> <p>(b) Nothing in clause 27 prevents David Jones from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.</p> <p>(c) David Jones recognises that information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. David Jones will consult with such employees regarding the handling of this information.</p> <p>27.8 Compliance</p> <p>An employee is not entitled to take leave under clause 27 unless the employee complies with clause 27.</p>	
Leave without pay	No Equivalent	<p>24 Leave Without Pay</p> <p>24.1 Entitlement</p> <p>24.1.1 Subject to David Jones approval, a permanent employee with more than one 1</p>	<p>25 Leave Without Pay</p> <p>28.1 Entitlement</p> <p>28.1.1 Subject to David Jones approval, a permanent employee with</p>	

		<p>year of continuous service may take a period of unpaid leave, which must be authorised by the nominated General Manager.</p> <p>24.1.2 Unpaid leave is granted at the discretion of David Jones.</p> <p>24.1.3 A minimum of 1 week and up to a maximum of 6 months' unpaid leave can be taken after all other entitlements to paid leave have been taken.</p> <p>24.1.4 All accruals are frozen from the date of commencement of the unpaid leave until the date of completion, and while this period of unpaid leave does not break continuity of service it does not count as service for any other purpose.</p> <p>24.1.5 The employee must accept that the job they return to after unpaid leave will be at the same level as the job they left but will not necessarily be the same as the job they left.</p> <p>24.1.6 In circumstances where an employee has already booked holidays prior to the offer of employment with David Jones, the parties will agree to provision of leave to cover the already booked holiday.</p>	<p>more than one 1 year of continuous service may take a period of unpaid leave, which must be authorised by the nominated General Manager.</p> <p>28.1.2 Unpaid leave is granted at the discretion of David Jones.</p> <p>28.1.3 Leave without pay can be taken after all other entitlements to paid leave have been taken.</p> <p>28.1.4 All accruals are frozen from the date of commencement of the unpaid leave until the date of completion, and while this period of unpaid leave does not break continuity of service it does not count as service for any other purpose.</p> <p>28.1.5 The employee must accept that the job they return to after unpaid leave will be at the same level as the job they left but will not necessarily be the same as the job they left.</p>	
Schedule B - Classifications	<p>B.1 Retail Employee Level 1</p> <p>B.1.1 An employee performing one or more of the following functions at a retail establishment:</p> <ul style="list-style-type: none"> <input type="checkbox"/> the receiving and preparation for sale and or display of goods in or about any shop; <input type="checkbox"/> the pre-packing or packing, weighing, assembling, pricing or preparing of goods or provisions or produce for sale; <input type="checkbox"/> the display, shelf filling, replenishing or any other method of exposure or presentation for sale of goods; 	<p>A.1 Sales Classification Structure</p> <p>Level 1 means: - all employees not elsewhere defined and includes, employees engaged in performing the duties of Shop assistants, demonstrators, sales assistant, salespersons outdoor, employees using mechanical equipment as required, the role of Santa Claus, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), security personnel (including loss prevention</p>	<p>A.1 Sales Classification Structure</p> <p>Level 1 means: - all employees not elsewhere defined and includes, employees engaged in performing duties aligned to sales, customer service, demonstrations, using mechanical equipment as required, stock handling, distribution and replenishment, employees engaged in the cooking, preparation or service of food, collection of money and preparation of commodities for sale including but not</p>	

	<p> <input type="checkbox"/> the sale or hire of goods by any means; <input type="checkbox"/> the receiving, arranging or making payment by any means; <input type="checkbox"/> the recording by any means of a sale or sales; <input type="checkbox"/> the wrapping or packing of goods for despatch and the despatch of goods; <input type="checkbox"/> the delivery of goods; <input type="checkbox"/> window dressing and merchandising; <input type="checkbox"/> loss prevention; <input type="checkbox"/> demonstration of goods for sale; <input type="checkbox"/> the provision of information, advice and assistance to customers; <input type="checkbox"/> the receipt, preparation, packing of goods for repair or replacement and the minor repair of goods; <input type="checkbox"/> all directly employed persons engaged in retail stores in cleaning, store greeting, security, lift attending, store cafeterias and food services; <input type="checkbox"/> Clerical Assistants functions Level 1; or <input type="checkbox"/> work which is incidental to or in connection with any of the above. </p> <p>B.1.2 Retail Employees will undertake duties as directed within the limits of their competence, skills and training including incidental cleaning. The cleaning of toilets is not incidental cleaning except in the case of a take away food establishment.</p> <p>B.1.3 Indicative job titles which are usually within the definition of a Retail Employee Level 1 are:</p> <p> <input type="checkbox"/> Shop Assistant, <input type="checkbox"/> Clerical Assistant, <input type="checkbox"/> Check-out Operator, <input type="checkbox"/> Store Worker, <input type="checkbox"/> Reserve Stock Hand, <input type="checkbox"/> Driver, <input type="checkbox"/> Boot/Shoe Repairer (Not Qualified), <input type="checkbox"/> Window Dresser (Not Qualified), <input type="checkbox"/> LPO, <input type="checkbox"/> Photographic Employee, </p>	<p>officers, and watchman/doorkeepers), general hands, employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill) servicing, stock, collection of money from, and preparation of commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and restaurant workers, employees principally engaged in window dressing, and or merchandising.</p> <p>Level 2 means: - Permanent employees appointed to level 2 by David Jones who are engaged in performing the duties of sales assistant as a home decorator, fashion consultant, trained children's shoe fitter, trained prosthesis fitter, cosmetics counter managers (including all employees performing the duties of the Cosmetic Counter Manager), trained corsetry fitter, ladies fashion departments 15 and 18, men's suits capable of pinning complex alterations, electrical goods, furniture, bridal registry, visual merchandiser, ticket writer, loss prevention officer, forklift driver. The percentage of employees appointed to specialist level will vary from store to store but across stores will be no less than 10% of all permanent employees in stores.</p> <p>Level 3 means: - Employees appointed by David Jones to supervise level 1 and level 2 employees in an area or areas of a store or warehouse.</p>	<p>limited to pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises. Indicative roles include (but are not limited to): Beauty Consultant, Sales Professional, Customer Service Assistant and Food & Beverage Assistant.</p> <p>Level 2 means: - Employees who in addition to level 1 duties and skills, hold duties that require a specialist skill, such as fitting or tailoring, cooking, merchandising, trained fitters (children's shoes and prosthesis). Their specialist skills enable them to provide enhanced customer service. Employees at this level, although experienced, do not hold a trade qualification in the field in which they perform their duties. Indicative roles include (but are not limited to): Loss Prevention Officer, Counter Manager, Sales Expert (Specialist) and Stylist.</p> <p>Level 3 means: - Employees who in addition to the duties on level 1 and 2:</p> <ul style="list-style-type: none"> • have a trade qualification, performing the majority of his or her duties at trade level. • And/or appointed by David Jones to supervise of team of up to 4 employees, classified as level 1 and/or level 2. <p>Level 4 means: Employees appointed by David Jones to supervise of team of up to 15 employees, classified as level 1, level 2 and/or level 3.</p> <table border="1" data-bbox="1547 1222 1906 1394"> <thead> <tr> <th>Level</th> <th>Hourly Rate upon Commencement</th> </tr> </thead> <tbody> <tr> <td>Level 1</td> <td>20.81</td> </tr> <tr> <td>Level 2</td> <td>21.85</td> </tr> <tr> <td>Level 3</td> <td>22.37</td> </tr> <tr> <td>Level 4</td> <td>22.97</td> </tr> </tbody> </table>	Level	Hourly Rate upon Commencement	Level 1	20.81	Level 2	21.85	Level 3	22.37	Level 4	22.97	
Level	Hourly Rate upon Commencement													
Level 1	20.81													
Level 2	21.85													
Level 3	22.37													
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	<p> <input type="checkbox"/> Store Greeter, <input type="checkbox"/> Assembler, <input type="checkbox"/> Ticket Writer (Not Qualified), <input type="checkbox"/> Trolley Collector, <input type="checkbox"/> Video Hire Worker, <input type="checkbox"/> Telephone Order Salesperson, <input type="checkbox"/> Door-to-door Salesperson, or Retail Outdoor Salesperson, and, <input type="checkbox"/> Demonstrator and/or Merchandiser not elsewhere classified (including a Demonstrator and/or Merchandiser who is not a direct employee of the retailer). </p> <p>B.1.4 Clerical Assistant means an employee accountable for clerical and office tasks as directed within the skill levels set out.</p> <p>B.1.5 Employees at this level may include the initial recruit who may have limited relevant experience. Initially work is performed under close direction using established practices, procedures and instructions.</p> <p>B.1.6 Such employees perform routine clerical and office functions requiring an understanding of clear, straightforward rules or procedures and may be required to operate certain office equipment. Problems can usually be solved by reference to established practices, procedures and instructions.</p> <p>B.1.7 Employees at this level are responsible and accountable for their own work within established routines, methods and procedures and the less experienced employee's work may be subject to checking at all stages. The more experienced employee may be required to give assistance to less experienced employees in the same classification.</p> <p>B.1.8 Indicative typical duties and skills at this level may include:</p>	<p style="text-align: center;">* First full pay period on or after this date</p> <p>A.2 Clerical Classification Structure</p> <p>An employee's grade is based on the skills he or she is required to exercise to perform their main function as determined by David Jones in accordance with the following:</p> <p>Clerk level 1</p> <p>Employees shall be graded at this level by David Jones where their main function as determined by the company requires the exercise of any one or more of the skills set out below:</p> <p>Employees will possess sound interpersonal skills, exercise limited discretion and are responsible and accountable for their own work which is performed within established routines, methods, and procedures under routine supervision. That is, they will receive broad instructions on work to be performed and specific instructions when new or unusual work is required. Work may be checked.</p> <p>Skill Levels</p> <ul style="list-style-type: none"> • Acquire and use customer service skills and product knowledge • Maintain established paper and electronically based files. • Maintain manual and or computer based records • Enter and retrieve data using computers and terminals • Acquire and apply a working knowledge of departmental operating procedures • Sort and process documents and information, for example, match and 	<p>A.5 Issue Resolution</p> <p>Employees who have concerns or issues with their classification must use Clause 3.1 Issue Resolution to resolve them.</p>	
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	<ul style="list-style-type: none"> <input type="checkbox"/> reception/switchboard, e.g. directing telephone callers to appropriate staff, issuing and receiving standard forms, relaying internal information and initial greeting of visitors; <input type="checkbox"/> maintenance of basic records; <input type="checkbox"/> filing, collating, photocopying etc; <input type="checkbox"/> handling or distributing mail including messenger service; <input type="checkbox"/> recording, matching, checking and batching of accounts, invoices, orders, store requisitions etc; or <input type="checkbox"/> the operation of keyboard and other allied equipment in order to achieve competency as prescribed in Level 2. <p>B.2 Retail Employee Level 2</p> <p>B.2.1 An employee performing work at a retail establishment at a higher skill level than a Retail Employee Level 1.</p> <p>B.2.2 Indicative job titles which are usually within the definition of a Retail Employee Level 2 include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Forklift Operator, <input type="checkbox"/> Ride on Equipment Operator. <p>B.3 Retail Employee Level 3</p> <p>B.3.1 An employee performing work at a retail establishment at a higher level than a Retail Employee Level 2.</p> <p>B.3.2 Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Supervisory assistance to a designated section manager or team leader, <input type="checkbox"/> Opening and closing of premises and associated security, <input type="checkbox"/> Security of cash, or <input type="checkbox"/> Fitting of surgical corset. <p>B.3.3 Indicative job titles which are usually within the definition of a Retail Employee 3 include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Machine operators, <input type="checkbox"/> 2IC to Dept Manager, <input type="checkbox"/> Senior Salesperson, 	<p>batch accounts either manually or electronically</p> <ul style="list-style-type: none"> • Copy typing using word processor or typewriter. <p>Clerk Level 2</p> <p>Employees shall be graded at this level by David Jones where their main function, as determined by the company, requires the exercise of any one or more of the skills set out below:</p> <p>Employees are required to exercise judgement and initiative within the range of their skills and knowledge. Employees in this level may be required to check the work of, and provide guidance and assistance to employees at this and lower levels, by means of personal instruction and demonstration. Employees at this level work under general supervision, that is, receiving specific instructions only when new procedures are introduced.</p> <p>Skill Levels</p> <ul style="list-style-type: none"> • Use one or more software packages to create and operate a database file structure, spread sheet/work sheet graph, previously prepared spreadsheet, and standard graphics. • Create, generate and maintain simple reports, follow standard procedures. • Use one or more software packages to create, format, edit, proof read, correct print and save text documents. • Acquire and apply specialised knowledge of procedures, products and services applicable in own section or store. 		
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	<ul style="list-style-type: none"> <input type="checkbox"/> Corsetiere, <input type="checkbox"/> Driver Selling Stock, <input type="checkbox"/> Cook (Not Qualified) in a cafeteria, <input type="checkbox"/> Senior LPO, including an armed LPO, <input type="checkbox"/> LPO Supervisor, <input type="checkbox"/> Designated second-in-charge of a section (i.e. senior sales assistant), <input type="checkbox"/> Designated second-in-charge to a service supervisor, or <input type="checkbox"/> Person employed alone, with responsibilities for the security and general running of a shop. <p>B.4 Retail Employee Level 4</p> <p>B.4.1 An employee performing work at a retail establishment at a higher level than a Retail Employee Level 3.</p> <p>B.4.2 Indicative of the tasks which might be required at this level are the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Management of a defined section/department, <input type="checkbox"/> Supervision of up to 4 sales staff (including self), <input type="checkbox"/> Stock control, <input type="checkbox"/> Buying/ordering requiring the exercise of discretion as to price, quantity, quality etc., <input type="checkbox"/> An employee who is required to utilise the skills of a trades qualification for the majority of the time in a week, or <input type="checkbox"/> Clerical functions Level 2. <p>B.4.3 Indicative job titles which are usually within the definition of a Retail Employee 4 include:</p> <p>[B.4.3 varied by PR992724 ppc 29Jan10]</p> <ul style="list-style-type: none"> <input type="checkbox"/> An Assistant, Deputy, or 2IC Shop Manager of a shop without Departments, <input type="checkbox"/> An employee who is required to utilise the skills of a trades qualified person for the majority of the time in a week. This includes: Butcher, Baker, Pastry Cook, Florist, <input type="checkbox"/> An employee who has completed an appropriate trades course or holds an appropriate Certificate III and is required to 	<ul style="list-style-type: none"> • Maintain payroll records. <p>Clerk Level 3</p> <p>Employees shall be graded at this level by David Jones where their main function, as determined by the company, requires the exercise of any one or more of the skills set out below:</p> <p>The employees work is likely to be specialised or non routine and performed with limited supervision, that is, general guidance on progress and outcomes sought. Initiative, judgement and discretion are required.</p> <p>Skill Levels</p> <ul style="list-style-type: none"> • Use one or more software packages to create and operate a database file structure, spread sheet/work sheet graph, previously prepared spreadsheet, and standard graphics. Use soft ware packages at a higher level than a level 2 employee by performing advanced functions such as creating customised formats in spread sheets, word processing and database packages. • Supervise employees in lower levels, allocate work tasks to individuals, and check work in progress and correct errors. • Undertake employees scheduling and planning • Understand and apply terms and conditions of employment • Calculate and administer wage and salary records including superannuation, commission, tax and termination. 		
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	<p>use their qualifications in the course of their work,</p> <ul style="list-style-type: none"> <input type="checkbox"/> A Qualified Auto Parts and Accessories Salesperson, <input type="checkbox"/> A Window Dresser (Cert III or equivalent experience), <input type="checkbox"/> A Boot/Shoe Repairer (Cert III), <input type="checkbox"/> A Shiftwork Supervisor, <input type="checkbox"/> Section/Department manager with up to 2 employees (including self), <input type="checkbox"/> Service Supervisor of up to 15 employees, <input type="checkbox"/> Nightfill Supervisor/Leader, <p>B.4.4 Clerical Officer Level 2 characteristics:</p> <ul style="list-style-type: none"> <input type="checkbox"/> This level caters for the employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under general direction. <input type="checkbox"/> Employees at this level are responsible and accountable for their own work which is performed within established guidelines. In some situations detailed instructions may be necessary. This may require the employee to exercise limited judgment and initiative within the range of their skills and knowledge. <input type="checkbox"/> The work of these employees may be subject to final checking and as required progress checking. Such employees may be required to check the work and/or provide guidance to other employees at a lower level and/or provide assistance to less experienced employees at the same level. <p>B.4.5 Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reception/switchboard duties as in Level 1 and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation and use of interpersonal skills are a key aspect of the position. <input type="checkbox"/> Operation of computerised radio/telephone equipment, micro personal computer, printing 	<p>A.3 Trade Qualified Chef and Trade Qualified Beauty Therapist</p> <p>A trade qualified beauty therapist performing the majority of his or her duties at trade level, and a trade qualified chef will receive payment at the level 2 clerical rate.</p> <p>A.4 A.4 Issue Resolution</p> <p>Employees who have concerns or issues with their classification must use Clause 3.1 Issue Resolution to resolve them.</p>		
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	<p>devices attached to personal computer, dictaphone equipment, typewriter.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Word processing, e.g. the use of a word processing software package to create, format, edit, correct, print and save text documents, e.g. standard correspondence and business documents. <input type="checkbox"/> Stenographer/person solely employed to take shorthand and to transcribe by means of appropriate keyboard equipment. <input type="checkbox"/> Copy typing and audio typing. <input type="checkbox"/> Maintenance of records and/or journals including initial processing and recording relating to the following: <ul style="list-style-type: none"> (i) reconciliation of accounts to balance; (ii) incoming/outgoing cheques; (iii) invoices; (iv) debit/credit items; (v) payroll data; (vi) petty cash Imprest System; (vii) letters etc. <input type="checkbox"/> Computer application involving use of a software package which may include one or more of the following functions: <ul style="list-style-type: none"> (i) create new files and records; (ii) spreadsheet/worksheet; (iii) graphics; (iv) accounting/payroll file; (v) following standard procedures and using existing models/fields of information. <input type="checkbox"/> Arrange routine travel bookings and itineraries, make appointments. <input type="checkbox"/> Provide general advice and information on the organisation's products and services, e.g. front counter/telephone. <p>B.5 Retail Employee Level 5</p> <p>B.5.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 4.</p> <p>B.5.2 Indicative job titles which are usually within the definition of a Retail Employee 5 include:</p>			
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	<p> <input type="checkbox"/> A tradesperson in charge of other tradespersons within a section or department, <input type="checkbox"/> Service Supervisor (more than 15 employees). B.6 Retail Employee Level 6 B.6.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 5. B.6.2 Indicative job titles which are usually within the definition of a Retail Employee 6 include: <input type="checkbox"/> Section/Department manager with 5 or more employees (including self), <input type="checkbox"/> Manager/Duty Manager in a shop without Departments/Sections (may be under direction of person not exclusively involved in shop management), [B.6.2 varied by PR992724 ppc 29Jan10] <input type="checkbox"/> Assistant or Deputy or 2IC Shop Manager of a shop with Departments/Sections, <input type="checkbox"/> Clerical Officer Level 3. B.6.3 Clerical Officer Level 3 characteristics: <input type="checkbox"/> Employees at this level have achieved a standard to be able to perform specialised or non-routine tasks or features of the work. Employees require only general guidance or direction and there is scope for the exercise of limited initiative, discretion and judgment in carrying out their assigned duties. <input type="checkbox"/> Such employees may be required to give assistance and/or guidance (including guidance in relation to quality of work and which may require some allocation of duties) to employees in Levels 1 and 2 and would be able to train such employees by means of personal instruction and demonstration. B.6.4 Indicative typical duties and skills at this level may include: </p>			
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	<p><input type="checkbox"/> Prepare cash payment summaries, banking report and bank statements; calculate and maintain wage and salary records; follow credit referral procedures; apply purchasing and inventory control requirements; post journals to ledger.</p> <p><input type="checkbox"/> Provide specialised advice and information on the organisation's products and services; respond to client/public/supplier problems within own functional area utilising a high degree of interpersonal skills.</p> <p><input type="checkbox"/> *Apply one or more computer software packages developed for a micro personal computer or a central computer resource to either/or:</p> <p>(i) create new files and records;</p> <p>(ii) maintain computer based records management systems;</p> <p>(iii) identify and extract information from internal and external sources;</p> <p>(iv) use of advanced word processing/keyboard functions.</p> <p><input type="checkbox"/> Arrange travel bookings and itineraries; make appointments; screen telephone calls; respond to invitations; organise internal meetings on behalf of executive(s); establish and maintain reference lists/personal contact systems for executive(s).</p> <p><input type="checkbox"/> Application of specialist terminology/processes in professional offices.</p> <p>*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.</p> <p>B.7 Retail Employee Level 7</p> <p>B.7.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 6.</p> <p>B.7.2 Indicative job titles which are usually within the definition of a Retail Employee Level 7 include:</p> <p><input type="checkbox"/> Visual Merchandiser (diploma),</p> <p><input type="checkbox"/> Clerical Officer Level 4.</p>			
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	<p>B.7.3 Clerical Officer Level 4 characteristics:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Employees at this level will have achieved a level of organisation or industry specific knowledge sufficient for them to give advice and/or information to the organisation and clients in relation to specific areas of their responsibility. They would require only limited guidance or direction and would normally report to more senior staff as required. Whilst not a pre-requisite, a principal feature of this level is supervision of employees in lower levels in terms of responsibility for the allocation of duties, co-ordinating work flow, checking progress, quality of work and resolving problems. <input type="checkbox"/> They exercise initiative, discretion and judgment at times in the performance of their duties. <input type="checkbox"/> They are able to train employees in Clerical Levels 1–3 by personal instruction and demonstration. <p>B.7.4 Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Secretarial/Executive support services which may include the following: maintain executive diary; attend executive/organisational meetings and take minutes; establish and/or maintain current working and personal filing systems for executive; answer executive correspondence from verbal or handwritten instructions. <input type="checkbox"/> Able to prepare financial/tax schedules, calculate costings and/or wage and salary requirements; complete personnel/payroll data for authorisation; reconciliation of accounts to balance. <input type="checkbox"/> Advise on/provide information on one or more of the following: <ul style="list-style-type: none"> (i) employment conditions (ii) workers compensation procedures and regulations 			
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	<p>(iii) superannuation entitlements, procedures and regulations</p> <p><input type="checkbox"/> *Apply one or more computer software packages, developed for a micro personal computer or a central computer resource to either/or:</p> <p>(i) create new files and records;</p> <p>(ii) maintain computer based management systems;</p> <p>(iii) identify and extract information from internal and external sources;</p> <p>(iv) use of advanced word processing/keyboard functions.</p> <p>*NOTE: These typical duties/skills may be either at Level 3 or Level 4 dependent upon the characteristics of that particular Level.</p> <p>B.8 Retail Employee Level 8</p> <p>B.8.1 An employee performing work in or in connection with a retail establishment at a higher level than a Retail Employee Level 7.</p> <p>B.8.2 A person with a Diploma qualification.</p> <p>B.8.3 Indicative job titles which are usually within the definition of a Retail Employee 8 include:</p> <p><input type="checkbox"/> A Shop Manager of a shop with Departments/Sections, or</p> <p><input type="checkbox"/> Clerical Officer Level 5.</p> <p>B.8.4 Clerical Officer Level 5</p> <p>characteristics:</p> <p><input type="checkbox"/> Employees at this level are subject to broad guidance or direction and would report to more senior staff as required.</p> <p><input type="checkbox"/> Such employees will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field(s) of their expertise.</p>			
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	<ul style="list-style-type: none"> <input type="checkbox"/> They are responsible and accountable for their own work and may have delegated responsibility for the work under their control or supervision, in terms of, among other things, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters. <input type="checkbox"/> They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They would also be able to assist in the delivery of training courses. They often exercise initiative, discretion and judgment in the performance of their duties. <input type="checkbox"/> The possession of relevant post secondary qualifications may be appropriate but not essential. <p>B.8.5 Indicative typical duties and skills at this level may include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Apply knowledge of organisation's objectives, performance, projected areas of growth, product trends and general industry conditions. <input type="checkbox"/> Application of computer software packages within either a micropersonal computer or a central computer resource including the integration of complex word processing/desktop publishing, text and data documents. <input type="checkbox"/> Provide reports for management in any or all of the following areas: <ul style="list-style-type: none"> (i) account/financial (ii) staffing (iii) legislative requirements (iv) other company activities. <input type="checkbox"/> Administer individual executive salary packages, travel expenses, allowances and company transport; administer salary and payroll requirements of the organisation. 			
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<p>Requests for flexible working arrangements</p>	<p>[s 65] Requests for flexible working arrangements <i>Employee may request change in working arrangements</i> (1) If: (a) any of the circumstances referred to in subsection (1A) apply to an employee; and (b) the employee would like to change his or her working arrangements because of those circumstances; then the employee may request the employer for a change in working arrangements relating to those circumstances.</p> <p>(1A) The following are the circumstances: (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger; (b) the employee is a carer (within the meaning of the <i>Carer Recognition Act 2010</i>); (c) the employee has a disability; (d) the employee is 55 or older; (e) the employee is experiencing violence from a member of the employee's family; (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.</p> <p>(1B) To avoid doubt, and without limiting subsection (1), an employee who: (a) is a parent, or has responsibility for the care, of a child; and (b) is returning to work after taking leave in relation to the birth or adoption of the child; may request to work part-time to assist the employee to care for the child.</p> <p>(2) The employee is not entitled to make the request unless:</p>	<p>7.6 Flexible Working Arrangements</p> <p>7.6.1 An employee who has caring responsibilities, such as; a) the responsibility for the care of a child under 16 years, or b) elder care responsibilities, or c) care responsibilities for those with a serious long-term illness or disability, may request David Jones for a change in working arrangements to assist the employee in their caring responsibilities. <u>Note:</u> Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.</p> <p>7.6.2 The request must; a) be in writing, and b) set out details of the change sought and the reasons for the change.</p> <p>7.6.3 Where such a request is made, the company must give the employee a written response to the request within 21 days, stating whether the request is granted or refused. The request may only be refused if there are reasonable business grounds for doing so. If the request is refused, the reasons for refusal shall be provided.</p>	<p>9.7 Flexible Working Arrangements</p> <p>9.7.1 An eligible employee (as defined below in 9.7.2) can make a written request for flexible working arrangements. The written request will include details of the change that is being asked for and the reasons for the change. Where such a request is made, the company must give the employee a written response to the request within 21 days, stating whether the request is granted or refused. The request may only be refused if there are reasonable business grounds for doing so. If the request is refused, the reasons for refusal shall be provided.</p> <p>9.7.2 An 'eligible employee' is a team member who: (a) is full-time or part time and has completed at least 12 months of continuous service with the Company immediately before making the request; or (b) is a long term casual, immediately before making the request and has a reasonable expectation of continuing employment with the Company on a regular and systematic basis; and (c) the employee is: - the parent or has the responsibility for the care of a child who is of school age or younger; or - a carer (as defined under the relevant Act); or - has a disability; or</p>	
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	<p>(a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or</p> <p>(b) for a casual employee—the employee:</p> <ul style="list-style-type: none"> (i) is a long term casual employee of the employer immediately before making the request; and (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis. <p><i>Formal requirements</i></p> <p>(3) The request must:</p> <ul style="list-style-type: none"> (a) be in writing; and (b) set out details of the change sought and of the reasons for the change. <p><i>Agreeing to the request</i></p> <p>(4) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.</p> <p>(5) The employer may refuse the request only on reasonable business grounds.</p> <p>(5A) Without limiting what are reasonable business grounds for the purposes of subsection (5), reasonable business grounds include the following:</p> <ul style="list-style-type: none"> (a) that the new working arrangements requested by the employee would be too costly for the employer; (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee; (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate 		<ul style="list-style-type: none"> - 55 years of age or older; or - experiencing violence from a member of the team members family; or - providing care or support to an immediate family or household member who is experiencing violence from the member's family and requires care or support. 	
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	<p>the new working arrangements requested by the employee;</p> <p>(d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;</p> <p>(e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.</p> <p>(6) If the employer refuses the request, the written response under subsection (4) must include details of the reasons for the refusal.</p>														
Parental leave	<p>[s 70] Entitlement to unpaid parental leave</p> <p>An employee is entitled to 12 months of unpaid parental leave if: (a) the leave is associated with: (i) the birth of a child of the employee or the employee's spouse or de facto partner; or (ii) the placement of a child with the employee for adoption; and (b) the employee has or will have a responsibility for the care of the child.</p> <p>Note: Entitlement is also affected by:</p> <p>(a) section 67 (which deals with length of the employee's service); and</p> <p>(b) for pregnancy and birth--subsection 77A(3) (which applies if the pregnancy ends other than by the child being born alive, or if the child dies after birth); and</p> <p>(c) for adoption--section 68 (which deals with the age etc. of the adopted child).</p>	<p>Appendix D:</p> <p>Permanent employees, with 12 months' continuous service as permanent staff and casual employees with 12 months' service are entitled to unpaid parental leave to a maximum of 104 weeks in connection with the birth or adoption of a child. The entitlements in this Appendix supplement those in the NES.</p> <p>D.1.3 Eligibility for Parental Leave</p> <p>(a) An employee with at least 12 months of continuous service with David Jones immediately preceding:</p> <ul style="list-style-type: none"> the date of birth, or expected date of birth of the child (for birth-related leave); or the day of placement, or expected day of placement of the child (for adoption-related leave); or if the leave is to start on a later date within 104 weeks of the child's birth/placement, the date on which the employee's parental leave is to start; is entitled to up to 104 weeks of parental leave (although the period of leave cannot extend beyond 24 	<table border="1" data-bbox="1451 815 1921 1385"> <thead> <tr> <th data-bbox="1451 815 1603 914">Employee</th> <th data-bbox="1603 815 1733 914">Length of service</th> <th data-bbox="1733 815 1921 914">Parental Leave entitlement</th> </tr> </thead> <tbody> <tr> <td data-bbox="1451 914 1603 1318" rowspan="2">Full Time and Part Time Employees</td> <td data-bbox="1603 914 1733 1123">12 months' continuous service*</td> <td data-bbox="1733 914 1921 1123">104 unpaid weeks, including any paid Leave entitlement taken</td> </tr> <tr> <td data-bbox="1603 1123 1733 1318">Between 6 but less than 12 months' continuous service*</td> <td data-bbox="1733 1123 1921 1318">26 unpaid weeks, including any paid Leave entitlement taken</td> </tr> <tr> <td data-bbox="1451 1318 1603 1385">Casual Employees</td> <td data-bbox="1603 1318 1733 1385">12 months</td> <td data-bbox="1733 1318 1921 1385">104 unpaid weeks</td> </tr> </tbody> </table>	Employee	Length of service	Parental Leave entitlement	Full Time and Part Time Employees	12 months' continuous service*	104 unpaid weeks, including any paid Leave entitlement taken	Between 6 but less than 12 months' continuous service*	26 unpaid weeks, including any paid Leave entitlement taken	Casual Employees	12 months	104 unpaid weeks	
Employee	Length of service	Parental Leave entitlement													
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Casual Employees	12 months	104 unpaid weeks													

		<p>months after the date of birth or the day of placement of the child). Provided that, if an employee has 6 months' continuous service immediately preceding the date, or expected date, or birth or placement, or immediately before the commencement of leave, the employee will be entitled to a combined total of 26 weeks' parental leave in accordance with the provisions of this Appendix.</p>	<table border="1"> <tr> <td data-bbox="1444 193 1603 357"></td> <td data-bbox="1603 193 1731 357">from commencement of employment</td> <td data-bbox="1731 193 1915 357"></td> </tr> <tr> <td data-bbox="1444 357 1603 580"></td> <td data-bbox="1603 357 1731 580">Between 6 but less than 12 months from commencement</td> <td data-bbox="1731 357 1915 580">26 unpaid weeks</td> </tr> </table> <p>D.1.1 Employees' Parental Leave entitlement An Employee is eligible for Parental Leave based upon the following:</p>		from commencement of employment			Between 6 but less than 12 months from commencement	26 unpaid weeks	
	from commencement of employment									
	Between 6 but less than 12 months from commencement	26 unpaid weeks								
	<p>[s 71] The period of leave—other than for members of an employee couple who each intend to take leave <i>Application of this section</i> (1) This section applies to an employee who intends to take unpaid parental leave if: (a) the employee is not a member of an employee couple; or (b) the employee is a member of an employee couple, but the other member of the couple does not intend to take unpaid parental leave</p> <p><i>Leave must be taken in a single continuous period</i> (2) The employee must take the leave in a single continuous period. Note: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).</p> <p>(3) If the leave is birth-related leave for a female employee who is pregnant with, or gives birth to, the child, the period of leave</p>	<p>D.1.3 (b) The entitlement to parental leave under this clause is to be reduced by any period of parental leave taken by the employee's spouse in relation to the same child. Up to 12 months of parental leave can be taken concurrently between both parents.</p> <p>(c) Subject to clause D.1.6 (Transfer to Safe Job) and</p>	<p>D.1.3 Parents sharing the Leave</p> <p>Parents are able to take up to 12 months unpaid Parental Leave together. This can be taken in separate periods, but each period cannot be less than 2 weeks unless David Jones agrees. The entitlement to parental leave under this clause is to be reduced by any period of parental leave taken by the Employee's partner in relation to the same child.</p>							

	<p>may start up to 6 weeks before the expected date of birth of the child but must not start later than the date of birth of the child.</p> <p>(4) If the leave is birth-related leave but subsection (3) does not apply, the period of leave must start on the date of birth of the child. When adoption-related leave must start</p> <p><i>When adopted-related leave must start</i></p> <p>(5) If the leave is adoption-related leave, the period of leave must start on the day of placement of the child. Leave may start later for employees whose spouse or de facto partner is not an employee</p> <p><i>Leave may start later for employees whose spouse or de facto partner is not an employee</i></p> <p>(6) Despite subsections (3) to (5), the period of leave may start at any time within 12 months after the date of birth or day of placement of the child if:</p> <p>(a) the employee has a spouse or de facto partner who is not an employee; and</p> <p>(b) the spouse or de facto partner has a responsibility for the care of the child for the period between the date of birth or day of placement of the child and the start date of the leave.</p> <p>Note: An employee whose leave starts under <u>subsection</u> (6) is still entitled under section 76 to request an extension of the period of leave beyond his or her available parental leave period. However, the period of leave may not be extended beyond 24 months after the date of birth or day of placement of the child (see <u>subsection</u> 76(7)).</p> <p>[s 72] The period of leave—members of an employee couple who each intend to take leave</p>	<p>D.1.9 (Special Maternity & Sick Leave), the period of parental leave is to be taken in a single continuous period.</p>		
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	<p><i>Application of this section</i></p> <p>(1) This section applies to an employee couple if each of the employees intends to take unpaid parental leave.</p> <p><i>Leave must be taken in single continuous period</i></p> <p>(2) Each employee must take the leave in a single continuous period.</p> <p>Note 1: An employee may take a form of paid leave at the same time as he or she is on unpaid parental leave (see section 79).</p> <p>Note 2: Periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).</p> <p><i>When birth-related leave must start</i></p> <p>(3) If the leave is birth-related leave:</p> <p>(a) one employee's period of leave must start first, in accordance with the following rules:</p> <p>(i) if the member of the employee couple whose period of leave starts first is a female employee who is pregnant with, or gives birth to, the child--the period of leave may start up to 6 weeks before the expected date of birth of the child, or earlier if the employer and employee so agree, but must not start later than the date of birth of the child;</p> <p>(ii) if subparagraph (i) does not apply--the period of leave must start on the date of birth of the child; and</p> <p>(b) the other employee's period of leave must start immediately after the end of the first employee's period of leave (or that period as extended under section 75 or 76).</p> <p><i>When adoption-related leave must start</i></p> <p>(4) If the leave is adoption-related leave:</p> <p>(a) one employee's period of leave must start on the day of placement of the child; and</p> <p>(b) the other employee's period of leave must start immediately after the end of the</p>			
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	<p>first employee's period of leave (or that period as extended under section 75 or 76). <i>Limited entitlement to take concurrent leave</i> (5) If one of the employees takes a period (the first employee's period of leave) of unpaid parental leave in accordance with paragraph (3)(a) or (4)(a), the other employee may take a period of unpaid parental leave (the concurrent leave) during the first employee's period of leave, if the concurrent leave complies with the following requirements: (a) the concurrent leave must not be longer than 8 weeks in total; (b) the concurrent leave may be taken in separate periods, but, unless the employer agrees, each period must not be shorter than 2 weeks; (c) unless the employer agrees, the concurrent leave must not start before: (i) if the leave is birth-related leave--the date of birth of the child; or (ii) if the leave is adoption-related leave--the day of placement of the child. (6) Concurrent leave taken by an employee: (a) is an exception to the rule that the employee must take his or her leave in a single continuous period (see subsection (2)); and (b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsection (3) or (4)). Note: The concurrent leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 70.</p>			
	<p>[s 73] Pregnant employee may be required to take unpaid parental leave within 6 weeks before the birth <i>Employer may ask employee to provide a medical certificate</i> (1) If a pregnant employee who is entitled to unpaid parental leave (whether or not she</p>	<p>D.1.5 (d) Where an employee continues to work within the 6 week period immediately prior to the expected date of birth, David Jones may require the employee to provide</p>		

	<p>has complied with section 74) continues to work during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate containing the following statements (as applicable):</p> <p>(a) a statement of whether the employee is fit for work;</p> <p>(b) if the employee is fit for work—a statement of whether it is inadvisable for the employee to continue in her present position during a stated period because of:</p> <p>(i) illness, or risks, arising out of the employee’s pregnancy; or</p> <p>(ii) hazards connected with the position.</p> <p>Note: Personal information given to an employer under this <u>subsection</u> may be regulated under the <i>Privacy Act 1988</i> .</p> <p><i>Employer may require employee to take unpaid parental leave</i></p> <p>(2) The employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:</p> <p>(a) the employee does not give the employer the requested certificate within 7 days after the request; or</p> <p>(b) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is not fit for work; or (c) the following subparagraphs are satisfied:</p> <p>(i) within 7 days after the request, the employee gives the employer a medical certificate stating that the employee is fit for work, but that it is inadvisable for the employee to continue in her present position for a stated period for a reason referred to in subparagraph (1)(b)(i) or (ii);</p> <p>(ii) section 81 does not apply to the employee.</p>	<p>a medical certificate stating that she is fit to work on her normal duties.</p>		
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	<p>Note: If the medical certificate contains a statement as referred to in subparagraph (c)(i) and the employee has complied with the notice and evidence requirements of section 74, then the employee is entitled to be transferred to a safe job (see section 81) or to paid no safe job leave (see section 81A).</p> <p><i>When the period of leave must end</i> (3) The period of leave must not end later than the earlier of the following: (a) the end of the pregnancy; (b) if the employee has given the employer notice of the taking of a period of leave connected with the birth of the child (whether it is unpaid parental leave or some other kind of leave)—the start date of that leave.</p> <p><i>Special rules about the period of leave</i> (4) The period of leave: (a) is an exception to the rule that the employee must take her unpaid parental leave in a single continuous period (see subsection 71(2) or 72(2)); and (b) is an exception to the rules about when the employee's period of unpaid parental leave must start (see subsections 71(3) and (6), or subsection 72(3)). Note: The period of leave is unpaid parental leave and so comes out of the employee's entitlement to 12 months of unpaid parental leave under section 70.</p> <p>(5) The employee is not required to comply with section 74 in relation to the period of leave.</p> <p>[s 74] Employee must comply with notice and evidence requirements <i>Notice</i> (1) An employee must give his or her employer written notice of the taking of</p>	<p>D.1.5 Notice Requirements (a) An employee is not in breach of this clause as a consequence of</p>		
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	<p>unpaid parental leave under section 71 or 72 by the employee.</p> <p>(2) The employee must give the notice to the employer:</p> <p>(a) at least:</p> <p>(i) 10 weeks before starting the leave, unless subparagraph (ii) applies; or</p> <p>(ii) if the leave is to be taken in separate periods of concurrent leave (see <u>paragraph 72(5)(b)</u>) and the leave is not the first of those periods of concurrent leave--4 weeks before starting the period of concurrent leave; or</p> <p>(b) if that is not practicable--as soon as practicable (which may be a time after the leave has started).</p> <p>(3) The notice must specify the intended start and end dates of the leave.</p> <p><i>Confirmation or change of intended start and end dates</i></p> <p>(4) At least 4 weeks before the intended start date specified in the notice given under <u>subsection (1)</u>, the employee must:</p> <p>(a) confirm the intended start and end dates of the leave; or</p> <p>(b) advise the employer of any changes to the intended start and end dates of the leave; unless it is not practicable to do so.</p> <p>(4A) <u>Subsection (4)</u> does not apply to a notice for a period of concurrent leave referred to in subparagraph (2)(a)(ii).</p> <p><i>Evidence</i></p> <p>(5) An employee who has given his or her employer notice of the taking of unpaid parental leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person:</p>	<p>failure to give the stipulated periods of notice if it is not practicable to do so, in which case, the employee must give notice as soon as practicable (which may be a time after the leave has started).</p> <p>(b) An employee must give David Jones the relevant evidence (as described in D1.4) and notice of the taking of parental leave at least 10 weeks before the intended start of the leave. The notice must specify the intended start and end dates of the leave.</p> <p>(c) An employee must, not less than 4 weeks before she/he proposes to commence parental leave, confirm in writing the intended start and end dates of the leave, or advise David Jones of any changes to the intended start and end dates.</p> <p>(d) Where an employee continues to work within the 6 week period immediately prior to the expected date of birth, David Jones may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.</p> <p>D.1.4 Certification for parental leave</p> <p>When applying for parental leave, an employee must, at the time specified in clause D1.5, produce to David Jones evidence that would satisfy a reasonable person:</p> <p>(a) _____ if the leave is birth-related – of the date of birth, or the expected date of birth of the child; or</p>	<p>D.1.2 Notice and evidence requirements for parental leave</p> <p>An Employee must apply for parental leave at least 10 weeks before the intended start of the leave, specifying the intended start and end dates. At the time the application is made the employee must provide evidence that would satisfy a reasonable person:</p> <p>(a) the date of birth, or expected date of birth, or in the case of adoption, the date of placement or expected date of placement of the child, and proof the child is or will be under 16 years of age.</p> <p>(b) Information stating any period of parental leave sought or taken by the employee's partner</p> <p>An employee must confirm in writing the intended start and end dates of the leave, not less than 4 weeks before the proposed start date.</p> <p>Where an employee continues to work within the 6 week period immediately prior to the expected date of birth, David Jones may require the employee to provide a medical certificate stating she if fit for work on normal duties.</p> <p>An employee is not in breach of the notice requirements in this clause if failure to give the required notice is not practicable to do so, in which case, the employee must give notice as soon as practicable</p>	
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	<p>(a) if the leave is birth-related leave--of the date of birth, or the expected date of birth, of the child; or</p> <p>(b) if the leave is adoption-related leave:</p> <p>(i) of the day of placement, or the expected day of placement, of the child; and</p> <p>(ii) that the child is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child.</p> <p>(6) Without limiting <u>subsection</u> (5), an employer may require the evidence referred to in <u>paragraph</u> (5)(a) to be a medical certificate.</p> <p><i>Compliance</i></p> <p>(7) An employee is not entitled to take unpaid parental leave under section 71 or 72 unless the employee complies with this section.</p> <p>Note: Personal information given to an employer under this section may be regulated under the <i>Privacy Act 1988</i> .</p>	<p>(b) if the leave is adoption-related:</p> <p>(i) of the day of placement, or expected day of placement of the child; and</p> <p>(ii) that the child is or will be, under 16 as at the day of placement</p> <p>(c) further information:</p> <p>(i) stating particulars of any period of parental leave sought or taken by the employee's spouse, and</p> <p>(ii) stating her/his agreement that for the period of parental leave she/he will not engage in any conduct inconsistent with her/his contract of employment.</p>		
	<p>[s 75] Extending period of unpaid parental leave—extending to use more of available parental leave period</p> <p><i>Application of this section</i></p> <p>(1) This section applies if:</p> <p>(a) an employee has, in accordance with section 74, given notice of the taking of a period of unpaid parental leave (the original leave period); and</p> <p>(b) the original leave period is less than the employee's available parental leave period; and</p> <p>(c) the original leave period has started.</p> <p>(2) The employee's available parental leave period is 12 months, less any periods of the following kinds:</p> <p>(a) a period of concurrent leave that the employee has taken in accordance with subsection 72(5);</p>		<p>D.1.9 Varying the period of parental Leave</p> <p>An Employee can increase their period of Parental Leave up to a maximum period of 104 weeks on one occasion after they have commenced Parental Leave, by giving David Jones not less than 14 days' written notice stating the period by which the leave is to be lengthened. The period may be further lengthened by agreement between the Employee and David Jones.</p> <p>With the consent of David Jones the period of parental leave may be shortened by the Employee giving 14 days' written notice stating the period by which the leave is to be shortened.</p>	

	<p>(b) a period of unpaid parental leave that the employee has been required to take under subsection 73(2) or 82(2);</p> <p>(c) a period by which the employee's entitlement to unpaid parental leave is reduced under paragraph 76(6)(c).</p> <p><i>First extension by giving notice to employer</i></p> <p>(3) The employee may extend the period of unpaid parental leave by giving his or her employer written notice of the extension at least 4 weeks before the end date of the original leave period. The notice must specify the new end date for the leave.</p> <p>(4) Only one extension is permitted under subsection (3).</p> <p><i>Further extensions by agreement with employer</i></p> <p>(5) If the employer agrees, the employee may further extend the period of unpaid parental leave one or more times.</p> <p><i>No entitlement to extension beyond available parental leave period</i></p> <p>(6) The employee is not entitled under this section to extend the period of unpaid parental leave beyond the employee's available parental leave period.</p> <p>[s 76] Extending period of unpaid parental leave—extending for up to 12 months beyond available parental leave period</p> <p><i>Employee may request further period of leave</i></p> <p>(1) An employee who takes unpaid parental leave for his or her available parental leave period may request his or her employer to agree to an extension of unpaid parental leave for the employee for a further period of up to 12 months immediately following the end of the available parental leave period.</p> <p>Note: Extended periods of unpaid parental leave can include keeping in touch days on which an employee performs work (see section 79A).</p> <p><i>Making the request</i></p>			
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	<p>(2) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.</p> <p><i>Agreeing to the requested extension</i></p> <p>(3) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days, after the request is made.</p> <p>(4) The employer may refuse the request only on reasonable business grounds.</p> <p>(5) If the employer refuses the request, the written response under subsection (3) must include details of the reasons for the refusal.</p> <p><i>Discussion</i></p> <p>(5A) The employer must not refuse the request unless the employer has given the employee a reasonable opportunity to discuss the request.</p> <p><i>Special rules for employee couples</i></p> <p>(6) The following paragraphs apply in relation to a member of an employee couple extending a period of unpaid parental leave in relation to a child under this section:</p> <p>(a) the request must specify any amount of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;</p> <p>(b) the period of the extension cannot exceed 12 months, less any period of unpaid parental leave that the other member of the employee couple has taken, or will have taken, in relation to the child before the extension starts;</p> <p>(c) the amount of unpaid parental leave to which the other member of the employee couple is entitled under section 70 in relation to the child is reduced by the period of the extension.</p>			
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	<p><i>No extension beyond 24 months after birth or placement</i></p> <p>(7) Despite any other provision of this Division, the employee is not entitled to extend the period of unpaid parental leave beyond 24 months after the date of birth or day of placement of the child.</p> <p>[s 77] Reducing period of unpaid parental leave</p> <p>If the employer agrees, an employee whose period of unpaid parental leave has started may reduce the period of unpaid parental leave he or she takes.</p>			
	<p>[s 77A] Pregnancy ends (other than by birth of a living child) or child born alive dies</p> <p><i>Application of this section</i></p> <p>(1) This section applies to unpaid parental leave, if:</p> <p>(a) the leave is birth-related leave; and</p> <p>(b) either:</p> <p>(i) the pregnancy ends other than by the child being born alive; or</p> <p>(ii) the child dies after being born.</p> <p><i>Cancellation of leave</i></p> <p>(2) Before the leave starts:</p> <p>(a) the employee may give the employer written notice cancelling the leave; or</p> <p>(b) the employer may give the employee written notice cancelling the leave.</p> <p>(3) If the employee or employer does so, the employee is not entitled to unpaid parental leave in relation to the child.</p> <p><i>Return to work</i></p> <p>(4) The employee may give the employer written notice that the employee wishes to return to work:</p> <p>(a) after the start of the period of leave, but before its end; and</p>			As per NES

	<p>(b) within 4 weeks after the employer receives the notice.</p> <p>(5) The employer: (a) may give the employee written notice requiring the employee to return to work on a specified day; and (b) must do so if the employee gives the employer written notice under subsection (4); unless the leave has not started and the employer cancels it under subsection (2).</p> <p>(6) The specified day must be after the start of the period of leave, and: (a) if subsection (4) applies—within 4 weeks after the employer receives the notice under that subsection; or (b) otherwise—at least 6 weeks after the notice is given to the employee under subsection (5).</p> <p>(7) The employee’s entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.</p> <p><i>Interaction with section 77</i> (8) This section does not limit section 77 (which deals with the employee ending the period of unpaid parental leave with the agreement of the employer).</p>			
	<p>[s 78] Employee who ceases to have responsibility for care of child (1) This section applies to an employee who has taken unpaid parental leave in relation to a child if the employee ceases to have any responsibility for the care of the child.</p> <p>(1A) However, this section does not apply if section 77A applies to the unpaid parental leave (because the unpaid parental leave is birth-related leave and either the pregnancy ends other than by the child being born alive or the child dies after being born).</p>		<p>D.1.8 Employee Ceasing to have responsibility for Care Where Parental Leave has been applied for but not commenced because the pregnancy ends other than by the birth of a living child or the placement of the child for adoption does not proceed the period of parental leave is cancelled.</p> <p>If the pregnancy of an employee/employee’s partner then on parental leave ends other than by the birth of a living child, or in the case of</p>	

	<p>(2) The employer may give the employee written notice requiring the employee to return to work on a specified day.</p> <p>(3) The specified day: (a) must be at least 4 weeks after the notice is given to the employee; and (b) if the leave is birth-related leave taken by a female employee who has given birth— must not be earlier than 6 weeks after the date of birth of the child.</p> <p>(4) The employee's entitlement to unpaid parental leave in relation to the child ends immediately before the specified day.</p>		<p>infant death, it is the right of the employee to resume work at a time nominated by David Jones which must be no later than 4 weeks after the date of notice in writing by the employee to David Jones that she/he desires to resume work.</p> <p>If the placement of a child for adoption with an employee on parental leave does not proceed or continue, the Employee must notify David Jones forthwith and David Jones must nominate a time not exceeding 4 weeks from receipt of the notification for the resumption of work by the Employee.</p>	
	<p>[s 79] Interaction with paid leave (1) This Subdivision (except for subsections (2) and (3)) does not prevent an employee from taking any other kind of paid leave while he or she is taking unpaid parental leave. If the employee does so, the taking of that other paid leave does not break the continuity of the period of unpaid parental leave. Note: For example, if the employee has paid annual leave available, he or she may (with the employer's agreement) take some or all of that paid annual leave at the same time as the unpaid parental leave.</p> <p>(2) An employee is not entitled to take paid personal/carer's leave or compassionate leave while he or she is taking unpaid parental leave.</p> <p>(3) An employee is not entitled to any payment under Division 8 (which deals with community service leave) in relation to activities the employee engages in while taking unpaid parental leave.</p>	<p>D.1.11 Parental Leave and Other Leave Entitlements (a) So long as the aggregate of any leave, including leave taken under this Appendix, does not exceed the period to which the Employee is entitled under clause D1.3, a staff member may, instead of or in conjunction with parental leave, take any annual leave or long service leave or any part of it to which she/he is entitled.</p> <p>(b) Except as provided in D.1.9, paid sick leave or other paid absences (excluding annual leave or long service leave) are not available to a staff member during her/his absence on parental leave.</p> <p>D.1.12 Effect of Parental Leave on Employment Subject to this Appendix, despite any or other provision to the contrary, absence on parental leave does not break the continuity of service of an employee but is not to be taken into account in calculating the period of service for any other purpose pursuant to this agreement.</p>	<p>D.1.4 Parental Leave and other Leave An Employee may choose to take Annual Leave and/or a Long Service Leave entitlement as part of their Parental Leave period, so long as the aggregate of any leave does not exceed 104 weeks.</p> <p>D.1.5 Effect of Parental Leave on Employment and Leave accruals Absence on parental leave does not break the continuity of service of an employee, but is not to be taken into account in calculating the period of service for any other purpose pursuant to this Agreement.</p>	

	<p>[s 79A] Keeping in touch days</p> <p>(1) This Subdivision does not prevent an employee from performing work for his or her employer on a keeping in touch day while he or she is taking unpaid parental leave. If the employee does so, the performance of that work does not break the continuity of the period of unpaid parental leave.</p> <p>(2) A day on which the employee performs work for the employer during the period of leave is a keeping in touch day if:</p> <p>(a) the purpose of performing the work is to enable the employee to keep in touch with his or her employment in order to facilitate a return to that employment after the end of the period of leave; and</p> <p>(b) both the employee and the employer consent to the employee performing work for the employer on that day; and</p> <p>(c) the day is not within:</p> <p>(i) if the employee suggested or requested that he or she perform work for the employer on that day—14 days after the date of birth, or day of placement, of the child to which the period of leave relates; or</p> <p>(ii) otherwise—42 days after the date of birth, or day of placement, of the child; and</p> <p>(d) the employee has not already performed work for the employer or another entity on 10 days during the period of leave that were keeping in touch days.</p> <p><i>The duration of the work the employee performs on that day is not relevant for the purposes of this subsection.</i></p> <p>Note: The employer will be obliged, under the relevant contract of employment or industrial instrument, to pay the employee for performing work on a keeping in touch day.</p>			<p>As per NES</p>
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	<p>(3) The employee's decision whether to give the consent mentioned in paragraph (2)(b) is taken, for the purposes of section 344 (which deals with undue influence or pressure), to be a decision to make, or not make, an arrangement under the National Employment Standards.</p> <p>(4) For the purposes of paragraph (2)(d), treat as 2 separate periods of unpaid parental leave:</p> <p>(a) a period of unpaid parental leave taken during the employee's available parental leave period; and</p> <p>(b) a period of unpaid parental leave taken as an extension of the leave referred to in paragraph (a) for a further period immediately following the end of the available parental leave period.</p> <p>[s 79B] Unpaid parental leave not extended by paid leave or keeping in touch days</p> <p>If, during a period of unpaid parental leave, an employee:</p> <p>(a) takes paid leave; or</p> <p>(b) performs work for his or her employer on a keeping in touch day;</p> <p>taking that leave or performing that work does not have the effect of extending the period of unpaid parental leave.</p>			
	<p>[s 80] Unpaid special maternity leave <i>Entitlement to unpaid special maternity leave</i></p> <p>(1) A female employee is entitled to a period of unpaid special maternity leave if she is not fit for work during that period because:</p> <p>(a) she has a pregnancy-related illness; or</p> <p>(b) she has been pregnant, and the pregnancy ends within 28 weeks of the expected date of birth of the child otherwise than by the birth of a living child.</p>	<p>D.1.9 Special Maternity Leave and Personal Leave</p> <p>(a) If the pregnancy of a female employee not then on parental leave terminates within 28 weeks before the expected date of birth otherwise than by the birth of a living child, then:</p> <p>(i) she is entitled to such period of unpaid leave (referred to in this Appendix as "special maternity</p>	<p>D.1.6 Special maternity Leave</p> <p>If an Employee has a pregnancy-related illness or has been pregnant and the pregnancy has ended due to the loss of the baby within 28 weeks before the expected date of birth of the child, an Employee is able to take unpaid special maternity Leave</p>	

	<p><i>Notice and evidence</i></p> <p>(2) An employee must give her employer notice of the taking of unpaid special maternity leave by the employee.</p> <p>(3) The notice:</p> <p>(a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and</p> <p>(b) must advise the employer of the period, or expected period, of the leave.</p> <p>(4) An employee who has given her employer notice of the taking of unpaid special maternity leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason specified in subsection (1).</p> <p>(5) Without limiting subsection (4), an employer may require the evidence referred to in that subsection to be a medical certificate.</p> <p>(6) An employee is not entitled to take unpaid special maternity leave unless the employee complies with subsections (2) to (4).</p>	<p>leave") as a medical practitioner certifies to be necessary before her return to work; or</p> <p>(ii) for illness other than the normal consequences of birth or pregnancy she is entitled, either instead of or in addition to special maternity leave, to such paid personal leave as she is then entitled to and as a registered medical practitioner certifies to be necessary before her return to work.</p> <p>(b) If an employee not then on parental leave suffers illness related to her pregnancy, she may take such paid personal leave as she is then entitled to and such further unpaid leave (referred to in this Appendix as "special maternity leave") as a registered medical practitioner certifies to be necessary before her return to work.</p> <p>(c) For the purposes of this Appendix, a period of special maternity leave forms part of an employee's entitlement to parental leave (but special maternity leave is not required to be taken in a continuous period with parental leave).</p>	<p>for the period specified by the Employee's medical practitioner.</p> <p>An Employee requiring unpaid special maternity leave is entitled to take accrued paid personal leave during this period.</p> <p>Special maternity leave taken by an Employee does not reduce an Employee's entitlement the period of unpaid parental leave under clause D.1 of this Appendix.</p>	
Transfer to a safe job	<p>[s 81] Transfer to a safe job</p> <p>(1) This section applies to a pregnant employee if she gives her employer evidence that would satisfy a reasonable person that she is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (the <i>risk period</i>) because of:</p> <p>(a) illness, or risks, arising out of her pregnancy; or</p> <p>(b) hazards connected with that position.</p> <p>(2) If there is an appropriate safe job available, then the employer must transfer</p>	<p>D.1.6 Transfer to a Safe Job – for pregnant employees</p> <p>(a) If, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, David Jones must, if practicable, transfer the Employee to a safe job at the rate</p>	<p>D.1.7 Transfer to a safe job</p> <p>If an Employee is pregnant and she provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for the Employee to continue at her present position because of illness or risks arising out of the pregnancy or hazards connected with that position, transfer to a safe job provisions apply as follows.</p>	

	<p>the employee to that job for the risk period, with no other change to the employee's terms and conditions of employment.</p> <p>(3) An appropriate safe job is a safe job that has:</p> <p>(a) the same ordinary hours of work as the employee's present position; or</p> <p>(b) a different number of ordinary hours agreed to by the employee.</p> <p>(4) If the employee is transferred to an appropriate safe job for the risk period, the employer must pay the employee for the safe job at the employee's full rate of pay (for the position she was in before the transfer) for the hours that she works in the risk period.</p> <p>(5) If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.</p> <p>(6) Without limiting subsection (1), an employer may require the evidence to be a medical certificate.</p> <p>[s 81A] Paid no safe job leave</p> <p>(1) If:</p> <p>(a) section 81 applies to a pregnant employee but there is no appropriate safe job available; and</p> <p>(b) the employee is entitled to unpaid parental leave; and</p> <p>(c) the employee has complied with the notice and evidence requirements of section 74 for taking unpaid parental leave; then the employee is entitled to paid no safe job leave for the risk period.</p> <p>(2) If the employee takes paid no safe job leave for the risk period, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the risk period.</p>	<p>and on the conditions attaching to her present work until the commencement of maternity leave.</p> <p>(b) If the transfer to a safe job is not practicable, the Employee may, or David Jones may require the Employee to, take leave on full pay for such period as is certified necessary by a registered medical practitioner. Such leave is not to be treated as maternity leave for the purposes of this Appendix. If an employee is on such leave during the 6 week period before expected date of birth of the child, David Jones may ask the employee to provide a medical certificate stating whether the employee is fit for work. If the employee does not provide the requested certificate within 7 days of the request, or the certificate states that the employee is not fit for work, David Jones may require the employee to commence parental leave.</p>	<p>(a) If there is an appropriate safe job available, the Employee will be transferred to a safe job, with no other change to the Employee's terms and conditions of employment. The Employee must be paid for the safe job at the Employee's full rate of pay (for the position she was in before the transfer) for the hours she works during the risk period.</p> <p>(b) If there is no safe job available, the Employee will commence paid Leave:</p> <ul style="list-style-type: none"> • this paid Leave is in addition to any other Leave entitlement the Employee has; • the Employee will be paid at full pay for the risk period; • the period of paid Leave ends at the earliest of whichever of the following times is applicable: <ul style="list-style-type: none"> i. the end of the period stated in the medical certificate; ii. the end of the day before the child's date of birth; iii. the end of the day before the end of the pregnancy (if the Employee's pregnancy ends other than with the birth of a living child) <p>(c) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, David Jones may request the employee provide a medical certificate, within 7 days of the request, stating the</p>	
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	<p>[s 82] Employee on paid no safe job leave may be asked to provide a further medical certificate <i>Employer may ask employee to provide a medical certificate</i></p> <p>(1) If an employee is on paid no safe job leave during the 6 week period before the expected date of birth of the child, the employer may ask the employee to give the employer a medical certificate stating whether the employee is fit for work.</p> <p><i>Employer may require employee to take unpaid parental leave</i></p> <p>(2) The employer may require the employee to take a period of unpaid parental leave (the period of leave) as soon as practicable if:</p> <p>(a) the employee does not give the employer the requested certificate within 7 days after the request; or</p> <p>(b) within 7 days after the request, the employee gives the employer a certificate stating that the employee is not fit for work.</p> <p><i>Entitlement to paid no safe job leave ends</i></p> <p>(3) When the period of leave starts, the employee's entitlement to paid no safe job leave ends.</p> <p>(4) Subsections 73(3), (4) and (5) apply to the period of leave.</p> <p>[s 82A] Unpaid no safe job leave</p> <p>(1) If:</p> <p>(a) section 81 applies to a pregnant employee but there is no appropriate safe job available; and</p> <p>(b) the employee is not entitled to unpaid parental leave; and</p> <p>(c) if required by the employer—the employee has given the employer evidence</p>		<p>employee is fit for work. If the certificate states the employee is not fit for work or the employee fails to provide a medical certificate, David Jones may require the employee to commence parental leave.</p>	
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	<p>that would satisfy a reasonable person of the pregnancy; then the employee is entitled to unpaid no safe job leave for the risk period.</p> <p>(2) Without limiting subsection (1), an employer may require the evidence referred to in paragraph (1)(c) to be a medical certificate.</p>			
<p>Consultation with employee on unpaid parental leave</p>	<p>[s 83] Consultation with employee on unpaid parental leave (1) If: (a) an employee is on unpaid parental leave; and (b) the employee's employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position; the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position. (2) The employee's pre-parental leave position is: (a) unless paragraph (b) applies, the position the employee held before starting the unpaid parental leave; or (b) if, before starting the unpaid parental leave, the employee: (i) was transferred to a safe job because of her pregnancy; or (ii) reduced her working hours due to her pregnancy; the position the employee held immediately before that transfer or reduction.</p>	<p>D.1.16 Communication whilst on parental leave</p> <p>If an employee is on parental leave and David Jones makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position, David Jones will take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.</p>	<p>D.1.11 Obligations while on Parental Leave</p> <p>If an employee is on parental leave and David Jones makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position, David Jones will take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.</p> <p>During the period of leave an employee will not engage in conduct inconsistent with their contract of employment.</p>	
<p>Return to work guarantee & Replacement employees</p>	<p>[s 84] Return to work guarantee On ending unpaid parental leave, an employee is entitled to return to: (a) the employee's pre-parental leave position; or (b) if that position no longer exists—an available position for which the employee is</p>	<p>D.1.14 Return to Work After Parental Leave (a) An employee must confirm her/his intention of returning to work by notice in writing to David Jones given not less than 4 weeks before the end of her/his period of parental leave.</p>	<p>D.1.12 Return to work after parental Leave</p> <p>An employee must confirm their intention to return to work by providing notice in writing to David Jones not less than 4 weeks before the end of their period of parental leave.</p>	<p>Return to work part-time or reduced hours</p>

	<p>qualified and suited nearest in status and pay to the pre-parental leave position.</p> <p>[s 84A] Replacement employees Before an employer engages an employee to perform the work of another employee who is going to take, or is taking, unpaid parental leave, the employer must notify the replacement employee:</p> <p>(a) that the engagement to perform that work is temporary; and</p> <p>(b) of the rights:</p> <p>(i) the employer; and</p> <p>(ii) the employee taking unpaid parental leave; have under subsections 77A(2) and (3) (which provide a right to cancel the leave if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and</p> <p>(c) of the rights the employee taking unpaid parental leave has under:</p> <p>(i) subsections 77A(4) to (6) (which provide a right to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth); and</p> <p>(ii) section 84 (which deals with the return to work guarantee); and</p> <p>(d) of the effect of section 78 (which provides the employer with a right to require the employee taking unpaid parental leave to return to work if the employee ceases to have any responsibility for the care of the child).</p>	<p>(b) An employee, on returning to work after parental leave or the expiration of the notice required by sub-clause (a), is entitled:</p> <p>(i) to the position which she/he held immediately before commencing parental leave; or</p> <p>(ii) in the case of an employee who was transferred to a safe job under clause D1.6, to the position which she held immediately before that transfer; or</p> <p>(iii) in the case of an employee who has worked part-time during the pregnancy, to the position which she held immediately before commencing the part-time employment.</p> <p>(d) If the position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, David Jones must make available to the Employee a position as nearly as possible comparable in status and pay to that of her/his former position.</p> <p>Part-time Employment</p> <p>D.2.1 Entitlement</p> <p>With the agreement of David Jones:</p> <p>(a) a female employee may work part-time in one or more periods while she is pregnant if part-time employment is, because of the pregnancy, necessary or desirable; or</p> <p>(b) an employee may work part-time in one or more periods at any time from the date of birth/placement of the child until 2 years after returning from parental leave.</p> <p>D.2.2 Return to Former Position</p> <p>(a) An employee who has had at least 12 months continuous service with David Jones immediately before commencing part-time employment after the birth or placement of a child has, at the end of</p>	<p>An employee is entitled to return to the position they held immediately before taking Parental Leave.</p> <p>The pre-parental Leave position does not include any temporary 'safe' position that the employee may have been transferred to while pregnant.</p> <p>In the case of an employee who has worked part-time during the pregnancy, the employee is entitled to return to the position she held immediately prior to commencing the part-time employment.</p> <p>If the position no longer exists but there are other positions available which the Employee is qualified for and capable of performing, David Jones must make available to the Employee a position nearest in status and pay to the pre-parental leave position.</p> <p>D.1.13 Part-time Employment options</p> <p>With the agreement of David Jones:</p> <p>(a) A pregnant employee may work part-time or fewer hours in one or more periods while she is pregnant where part-time employment or reduced hours is, because of the pregnancy, necessary or desirable.</p>	
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		<p>the period of part-time employment or the first period, if there is more than one, the right to return to his or her former position.</p> <p>(b) Nothing in sub-clause (a) prevents David Jones from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.</p> <p>D.2.3 Effect of Part-time Employment on a Continuous Service</p> <p>Despite any employment agreement or other provision to the contrary, commencement on part-time employment under this Appendix, and return from part-time employment to full-time employment under this Appendix does not break the continuity of service of an employee.</p> <p>D.2.4 Pro Rata Entitlements</p> <p>Subject to this Appendix and the matters agreed in the part-time employment agreement under clause D.2.7, the accrual of entitlements to leave while an employee is undertaking part-time employment is to be pro rata in accordance with the provisions of this Agreement.</p> <p>D.2.5 Transitional Arrangements - Annual Leave</p> <p>(a) An employee working part-time under this Schedule is to be paid for and take any annual leave accrued in respect of a period of full-time employment, in such periods and manner as is specified in clause 7.9 of this Agreement, as if the Employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time employment under this Schedule.</p>	<p>(b) Employees may work part-time or fewer hours when they return to work from Parental Leave or at any time from the date of birth until the child's 2nd birthday (or 2nd anniversary of the child's placement in the case of adoption) either permanently, or for one or more periods of time, than what their contract hours were before they went on Parental Leave.</p> <p>D.1.14 Part-time Agreement</p> <p>Before commencing a period of part-time employment or reduced hours under this clause the employee and David Jones must agree:</p> <p>(a) that the employee wants to work part-time; and</p> <p>(b) on the hours to be worked by the Employee, the days upon which they will be worked and commencing times for the work; and</p> <p>(c) on the classification applying to the work to be performed; and</p> <p>(d) on the period of the part-time employment</p>	
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		<p>(b) A full-time employee is to be paid for and take any annual leave accrued in respect of a period of part-time employment under this Schedule, in such periods and manner as is specified in clause 7.9 of this Agreement, as if the employee were working part-time in the class of work the employee was performing as part-time employee immediately before resuming full-time work.</p> <p>(c) By agreement between David Jones and the employee, the period over which leave is taken under sub-clause (b) may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.</p> <p>D.2.6 Transitional Arrangements - Sick Leave</p> <p>(a) An employee working part-time under this Appendix is to have sick leave entitlements which have accrued under this Agreement applicable to the work concerned including any entitlement accrued in respect of previous full-time employment converted into hours.</p> <p>(b) When this entitlement is used, whether as a part-time employee or as a full-time employee, it is to be debited for the ordinary hours that the employee would have worked during the period of absence.</p> <p>D.2.7 Part-time Employment Agreement</p> <p>(a) Before commencing a period of part-time employment under this Schedule the employee and David Jones must agree-</p> <p>(i) that the Employee may work part-time; and</p> <p>(ii) on the hours to be worked by the Employee, the days on which they will be worked and commencing times for the work- and</p>	<p>The terms of the part time work or reduced hours agreement may be varied by consent.</p> <p>The terms of the agreement and any variation must be put in writing and retained by David Jones. A copy of the agreement and any variation to it must be provided to the Employee by David Jones.</p> <p>D.1.15 Return to Former Hours</p> <p>At the end of the period of part-time employment or the first period if there is more than one, an employee who has had at least 12 months' continuous service with David Jones immediately before commencing part-time employment after the birth or placement of a child, has the right to return to his or her former hours.</p> <p>David Jones may permit the employee to return to his or her former hours after second or subsequent periods part-time employment or employment on fewer hours.</p> <p>Commencement on part-time employment or reduced hours under this Appendix and return to former hours does not break the continuity of service or employment.</p> <p>D.1.10 Replacement Staff</p> <p>Where David Jones makes a decision to engage, transfer or promote a person to replace an employee on parental leave or</p>	
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		<p>(iii) on the classification applying to the work to be performed- and</p> <p>(iv) on the period of part-time employment.</p> <p>(b) The terms of this agreement may be varied by consent.</p> <p>(c) The terms of this agreement or any variation to it must be put in writing and retained by David Jones. A copy of the agreement and any variation to it must be provided to the Employee by David Jones.</p> <p>D.2.8 Termination of Employment</p> <p>(a) The employment of a part-time Employee under this Appendix may be terminated in accordance with the provisions of this Agreement but must not be terminated by David Jones because the Employee has exercised or proposes to exercise any rights arising under this Appendix or has enjoyed or proposes to enjoy the benefits arising under this Appendix.</p> <p>(b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this Appendix, or while working full-time after transferring from part-time employment under this Appendix, are to be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time Employee as qualifying for a termination entitlement based on the period of a full-time employment and all service as a part-time Employee as qualifying on a pro rata basis.</p> <p>D.2.9 Extension of Hours of Work</p> <p>David Jones may request, but not require, an employee working part-time under this Part to work overtime.</p>	<p>working part-time or fewer hours for a period of time, David Jones must inform that person of the temporary nature of the position and of the rights of the employee who is being replaced.</p>	
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		<p>(d) Nothing in this Appendix is to be construed as requiring David Jones to engage a replacement Employee.</p> <p>D.1.15 Replacement Staff</p> <p>a) A replacement employee is a staff member specifically engaged as a result of a staff member proceeding on parental leave.</p> <p>(b) Before David Jones engages a person to replace a staff member temporarily promoted or transferred in order to replace a staff member exercising her/his rights under this Schedule, David Jones must inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.</p> <p>(c) Nothing in this Appendix is to be construed as requiring David Jones to engage a replacement employee.</p>		
Unpaid pre-adoption leave	<p>[s 85] Unpaid pre-adoption leave <i>Entitlement to unpaid pre-adoption leave</i> (1) An employee is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child. (2) However, an employee is not entitled to take a period of unpaid pre-adoption leave if: (a) the employee could instead take some other form of leave; and (b) the employer directs the employee to take that other form of leave. (3) An employee who is entitled to a period of unpaid pre-adoption leave is entitled to take the leave as: (a) a single continuous period of up to 2 days; or (b) any separate periods to which the employee and the employer agree. <i>Notice and evidence</i></p>	<p>D.1.10 Special Adoption Leave</p> <p>(a) David Jones must grant to any employee who is seeking to adopt a child any unpaid leave not exceeding 2 days that is required by the Employee to attend any interviews or examinations that are necessary as part of the adoption procedure.</p> <p>(b) If paid leave is available to the employee, David Jones may require the Employee to take such leave instead of special adoption leave.</p>	<p>25 Pre-Natal and Pre-Adoption Leave</p> <p>25.1 Entitlement A permanent employee who is pregnant or whose partner is pregnant, or who is seeking to adopt a child, may access their accrued personal leave for pre-adoption interviews or medical appointments associated with the pregnancy.</p> <p>25.2 Notice & Evidence Required An employee will inform David Jones as soon as possible of a requirement to attend a medical or pre-adoption</p>	Access to paid personal leave

	<p>(4) An employee must give his or her employer notice of the taking of unpaid pre-adoption leave by the employee.</p> <p>(5) The notice:</p> <p>(a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and</p> <p>(b) must advise the employer of the period, or expected period, of the leave.</p> <p>(6) An employee who has given his or her employer notice of the taking of unpaid pre-adoption leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken to attend an interview or examination as referred to in subsection (1).</p> <p>(7) An employee is not entitled to take unpaid pre-adoption leave unless the employee complies with subsections (4) to (6).</p>		<p>appointment and provide proof of attendance if requested by David Jones.</p>	
<p>Long service leave</p>	<p>[s 113] Entitlement to long service leave <i>Entitlement in accordance with applicable award-derived long service leave terms</i></p> <p>(1) If there are applicable award-derived long service leave terms (see subsection (3)) in relation to an employee, the employee is entitled to long service leave in accordance with those terms.</p> <p>(2) However, subsection (1) does not apply if:</p> <p>(a) a workplace agreement, or an AWA, that came into operation before the commencement of this Part applies to the employee; or</p> <p>(b) one of the following kinds of instrument that came into operation before the commencement of this Part applies to the employee and expressly deals with long service leave:</p> <p>(i) an enterprise agreement;</p> <p>(ii) a preserved State agreement;</p>	<p>[17.1.1] Long service leave will be granted and taken in accordance with applicable state or territory legislation or in Western Australia in accordance with the terms of the order in WAIG vol. 79 pages 1-6 save for the exception below.</p> <p>[17.1.2] David Jones will allow employees who apply, to take double their entitlement to long service leave at half pay. For example, an employee has 13 weeks entitlement to long service leave at full pay and is allowed to take 26 weeks off at half pay, his or her long service leave balance is only reduced by 13 weeks.</p> <p>[17.1.3] Employees may elect to receive their pay in advance, or as it falls fortnightly or one full pay each fortnight (if taking double leave at half pay).</p>	<p>21 Long Service Leave</p> <p>21.1 Entitlement</p> <p>21.1.1 Long service leave will be granted and taken in accordance with applicable state or territory legislation.</p> <p>21.1.2 David Jones will allow employees who apply, to take double their entitlement to long service leave at half pay. For example, an employee has 13 weeks entitlement to long service leave at full pay and is allowed to take 26 weeks off at half pay, his or her long service leave balance is only reduced by 13 weeks.</p> <p>21.1.3 Employees may elect to receive their pay in advance, or as it falls fortnightly or one full pay each fortnight (if taking double leave at half pay).</p>	<p>Can be taken at half pay</p>

	<p>(iii) a workplace determination; (iv) a pre-reform certified agreement; (v) a pre-reform AWA; (vi) a section 170MX award; (vii) an old IR agreement.</p>	<p>[17.1.4] Where a part-time employee has Long Service Leave accrued and has had their hours reduced, they shall be paid the Long Service Leave at the rate applicable before the reduction in hours. Such leave is to be taken no later than 6 months from when an employee's reduction in hours came into effect.</p>	<p>21.1.4 Where a part-time employee has Long Service Leave accrued and has had their hours reduced, they shall be paid the Long Service Leave at the rate applicable before the reduction in hours. Such leave is to be taken no later than 6 months from when an employee's reduction in hours came into effect.</p>	
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<p>Equal Employment Opportunity, Anti-Discrimination and Workplace Harassment</p>	<p>No equivalent</p>	<p>2] David Jones is an equal opportunity employer. All people have the right to work in an environment which is free of sexual and any other form of harassment or discrimination and it is the intention of the parties to reduce the likelihood of harassing conduct occurring in the future.</p>	<p>22 Equal Employment Opportunity, Anti-Discrimination and Workplace Harassment</p> <p>David Jones is an equal opportunity employer. All people have the right to work in an environment which is free of sexual and any other form of harassment or discrimination and it is the intention of the parties to reduce the likelihood of harassing conduct occurring in the future.</p> <p>Accordingly, the parties to this Agreement will:</p> <p>2.1.1 Make every endeavour to ensure no Employee receives less favourable treatment on the grounds of race, colour, religion or belief, ethnic or national origin, sex, sexual preference, age, marital status, family and/or carers responsibilities, pregnancy, political opinion or mental or physical disability.</p> <p>2.1.2 Make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.</p> <p>2.1.3 Acknowledge that sexual harassment or any other form of harassment is an unacceptable form of behaviour which will not be tolerated.</p> <p>2.1.4 Comply with all relevant legislative requirements and David Jones' sexual harassment policy with a view to eliminating any form of sexual harassment from the workplace.</p> <p>2.1.5 Treat employees and customers in a professional manner endeavouring to ensure that no one will interpret their words or actions as discrimination or harassment.</p>	
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			<p>2.1.6 Ensure nothing in this Agreement is to be taken to affect:</p> <p>a. any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth and State anti-discrimination legislation;</p> <p>b. the payment of different wages for Employees who have not reached a particular age while any instrument specifically provides that this does not constitute unlawful discrimination;</p> <p>c. an Employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Australian Human Rights Commission;</p> <p>d. the provisions of section 351 of the <i>Fair Work Act 2009</i>.</p>	
Staffing Issues	No equivalent	<p>[3.2] Staffing Issues [3.2.1] Clause to provide means to resolve issues at a department level where insufficient numbers of employees are available to cover the work load of the area or department. Clause outlines the process and procedures.</p>	<p>[3.2] Staffing Issues [3.2.1] Clause to provide means to resolve issues at a department level where insufficient numbers of employees are available to cover the work load of the area or department. Clause outlines the process and procedures.</p>	
Probation	No equivalent – Common law	<p>5.1 Probation</p> <p>5.1.1 An employee's employment at David Jones is subject to a 3 month probationary period, during which either party may terminate the employment for any reason not prohibited by law, subject to permanent employees being provided with 1 week's notice.</p> <p>5.1.2 On being promoted to a new position, an employee's promotion is subject to a 2 month probationary period.</p>	<p>6.1 Probation</p> <p>6.1.1 An employee's employment at David Jones is subject to a 3 month probationary period, during which either party may terminate the employment for any reason not prohibited by law, subject to permanent employees being provided with 1 week's notice.</p> <p>6.1.2 On being promoted to a new position, an employee's promotion is subject to a 2 month probationary period.</p>	

		<p>During this probationary period either David Jones or the employee may revoke the promotion and David Jones will reinstate the employee to his or her former position and salary, or a comparable position and salary if the former position is not available. Such a revocation and reinstatement is deemed not to constitute termination of employment at the initiative of David Jones for any purpose whatsoever.</p>	<p>During this probationary period either David Jones or the employee may revoke the promotion and David Jones will reinstate the employee to his or her former position and salary, or a comparable position and salary if the former position is not available. Such a revocation and reinstatement is deemed not to constitute termination of employment at the initiative of David Jones for any purpose whatsoever.</p>	
Abandonment of Employment	No equivalent	<p>5.2 Abandonment of Employment</p> <p>5.2.1 The absence of an employee from work for a continuous period of 3 rostered shifts or more without the consent of David Jones will constitute an abandonment of the employee's employment with David Jones.</p> <p>5.2.2 If, within a period of 14 days from the employee's last attendance at work or the date of the last authorised absence from work, an employee establishes to the satisfaction of David Jones that the absence was for reasonable cause, David Jones shall reinstate the employee to his or her former position or re-employ the employee to another position of comparable salary and status, provided that such a position is available within David Jones.</p>	<p>6.2 Abandonment of Employment</p> <p>6.2.1 The absence of an employee from work for a continuous period of 3 rostered shifts or more without the consent of David Jones will constitute an abandonment of the employee's employment with David Jones.</p> <p>6.2.2 If, within a period of 14 days from the employee's last attendance at work or the date of the last authorised absence from work, an employee establishes to the satisfaction of David Jones that the absence was for reasonable cause, David Jones shall reinstate the employee to his or her former position or re-employ the employee to another position of comparable salary and status, provided that such a position is available within David Jones.</p> <p>6.2.3 During the 14 day period following the employee's last attendance at work David Jones will make a genuine attempt to contact the employee before it constitutes the employee has abandoned their employment with David Jones.</p>	NES

Voluntary Trade Nights	No equivalent	<p>8 Attendance at Voluntary Trade Nights</p> <p>Employees may, from time to time, be offered opportunities to attend trade nights run by suppliers as a means of further enhancing their product knowledge. Attendance at trade nights is voluntary. Any decision to attend shall be at the discretion of the employee. Due to the voluntary nature of attendance at trade nights, no payments or allowances shall apply. An employee shall not be disadvantaged by choosing not to attend a voluntary trade night.</p>	<p>13 Attendance at Voluntary Trade Nights</p> <p>Employees may, from time to time, be offered opportunities to attend trade nights run by suppliers as a means of further enhancing their product knowledge. Attendance at trade nights is voluntary. Any decision to attend shall be at the discretion of the employee. Due to the voluntary nature of attendance at trade nights, no payments or allowances shall apply. An employee shall not be disadvantaged by choosing not to attend a voluntary trade night.</p>	Voluntary
Standing Down of Employees	No equivalent - NES	<p>[5.7] David Jones can deduct payment of wages for any day that employee cannot be usefully employed because of any breakdown in machinery or circumstance where DJ cannot reasonably be held responsible.</p>	<p>6.5 Standing Down of Employees</p> <p>Subject to this provision and by agreement with the National Secretary of the Shop, Distributive and Allied Employees' Association or his/her nominee, David Jones is not required to make payments for any day that an employee cannot be usefully employed because of any breakdown in machinery or any stoppage of work by any cause for which David Jones cannot reasonably be held responsible and which results in the store being unable to trade or otherwise operate.</p>	NES
Work Health and Safety	No equivalent	<p>[26] Occupational Health and Safety and Related Matters</p>	<p>31 Work Health and Safety</p> <p>31.1. David Jones will at all times maintain a safe and hazard free workplace and will comply with the applicable work health and safety legislation in each jurisdiction and with the David Jones occupational health and safety policy statement.</p>	

			<p>31.1.2 Employees shall at all times conduct themselves in a safe and responsible manner.</p> <p>31.1.3 David Jones shall encourage employees to take a constructive role in promoting improvements in work health, safety and welfare and to assist David Jones to achieve a healthy and safe working environment.</p> <p>31.1.3 David Jones shall institute appropriate measures to minimise any health and safety concerns resulting from renovations to stores. In particular, David Jones will:</p> <ul style="list-style-type: none"> a. introduce a renovations component into its work health and safety policy statement, b. advise the Work Health and Safety Committee/Representatives, the Store Consultative Committee, the employees affected and the Union in writing as soon as practicable after a decision has been made to undertake the renovation of premises and c. take appropriate measures to minimise, and where possible, eliminate any adverse effects on employees caused by the renovations and advise the Work Health and Safety Committee/Representatives, the Store Consultative Committee, the employees affected and the Union of the steps taken by David Jones in this regard. <p>31.1.4 Any disputes arising under this clause shall be resolved in</p>	
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			accordance with the issue resolution procedure in clause 3.1.	
Defence Force Leave		[14] Details of Defence Force Leave [14.1] Permanent and regular casual employees are entitled to take certain periods of days off and roster changes for reserve training if it is deemed reasonable to both parties. David Jones will make up difference between payment received from the forces for the camp/weekend and what they would have received working ordinary hours during that period.	<p>18 Defence Force Leave</p> <p>18.1 Entitlement</p> <p>A permanent employee and regular casual employee are entitled to a maximum of 2 weeks per calendar year to attend defence forces reserve approved training camps. Further, employees are entitled to take the weekends off for reserve training provided that a roster change is investigated first and is reasonable to both parties. David Jones will make up the difference between payment received from the reserve forces for the camp/ weekend and what they would have received for working their ordinary hours during that time.</p> <p>18.2 Notice and Evidence Required</p> <p>Employees seeking to take Defence Force Leave must provide notice to David Jones at least one month prior to the period of the training camp. The notice should detail the start and finish dates for training. Provide notice as soon as possible after dates are known for unit weekend camps. To receive payment, an employee shall provide David Jones proof of attendance and proof of Defence Force Reserve rate of pay received for the time spent training.</p>	

Security	No equivalent	[5.6] Guidelines concerning security procedures- refer to Appendix C	<p>6.4 Guidelines Concerning Security Procedures</p> <p>The Security Procedures principles shall apply in accordance with Appendix C (Guidelines Concerning Security Procedures).</p>	
Accident Make Up Pay	No equivalent provision.	[26.3.3] The payments made by David Jones under this clause shall be paid for a maximum of 39 weeks.	<p>31.3 Accident Make Up Pay</p> <p>31.3.1 This clause only applies to employees engaged immediately before the commencement of this Agreement and located in Victoria.</p> <p>31.3.2 If following an accident or injury, an employee receives weekly compensation payments under the Accident Compensation Act 1985 (as amended), then the compensation payments will be increased by David Jones to the amount of the ordinary weekly rate for the average rostered hours worked by the employee at the time of the accident.</p> <p>31.3.3 The payments made by David Jones under this clause shall be paid for a maximum of 39 weeks.</p> <p>31.3.4 This clause will not apply in respect of an injury during the first 7 consecutive days (including non working days) of incapacity.</p> <p>31.3.5 This clause will not apply to any incapacity occurring during the first 2 weeks of employment unless such incapacity continues beyond the first 2 weeks and will only apply to the period of incapacity after the first 2 weeks.</p> <p>31.3.6 Industrial diseases contracted by a gradual process or injuries subject to</p>	

			recurrence, aggravation or acceleration (as provided in section 3 of the Accident Compensation Act 1985 (as amended)) shall not be subject to accident pay unless the employee has been employed with David Jones at the time of the incapacity for a minimum period of one month	
Lockers	No equivalent	26.5 David Jones will provide employees with a suitable lockable locker, for their individual use, as close to the employees actual work location in the store as reasonably practicable.	<p>31.4 Lockers</p> <p>David Jones will provide employees with a suitable lockable locker, for their individual use, as close to the employees actual work location in the store as reasonably practicable</p>	
Safe Transport Home	No equivalent	<p>26.6 Safe Transport Home</p> <p>Where an employee works additional hours beyond their rostered shift without having been provided with either 24 hours' notice or notice before the completion of the previous shift (whichever is the lesser), and they are unable to obtain their regular form of transport home, David Jones shall arrange at its own cost, an alternative safe form of transport for the employee.</p> <p>David Jones will allow employees prior to dark to move their vehicle closer to the store than maybe allowed in the earlier part of the day. If moving cars closer to the store is not feasible or prevented by centre by-laws, employees should be encouraged to leave the store in company of other employees to provide security in numbers. Where possible, David Jones will provide after dark, to employees who request it, an escort to their car or other mode of transport home.</p> <p>Safety concerns regarding transport will be worked through co-operatively to find a solution.</p>	<p>31.5 Safe Transport Home</p> <p>Where an employee works additional hours beyond their rostered shift without having been provided with either 24 hours' notice or notice before the completion of the previous shift (whichever is the lesser), and they are unable to obtain their regular form of transport home, David Jones shall arrange at its own cost, an alternative safe form of transport for the employee.</p> <p>David Jones will allow employees prior to dark to move their vehicle closer to the store than maybe allowed in the earlier part of the day. If moving cars closer to the store is not feasible or prevented by centre by-laws, employees should be encouraged to leave the store in company of other employees to provide security in numbers. Where possible, David Jones will provide after dark, to employees who request it, an escort to their car or other mode of transport home.</p> <p>Safety concerns regarding transport will be worked through co-operatively to find a solution.</p>	

