PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1 TITLE

This Agreement is the Myer Grace Bros Stores Agreement 2001.

2 ARRANGEMENT

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3 INCIDENCE AND PARTIES BOUND

3.1 This Agreement shall be binding upon:

3.1.1 Myer Stores Limited with respect to employees employed by Myer Stores Limited in retail shops, including retail shops trading as Myer, Grace Bros, Goodbuy Clearance Centre and Essentially Me, wherever employed, throughout Australia; and

3.1.2 md (colesmyer) pty ltd (Myer Direct) with respect to employees employed in retail shops trading as Discount Direct and South Cape Authentic Outfitters only; and

3.1.3 the Shop Distributive and Allied Employees Association (SDA), in relation to all employees (including ticket writers); and

3.1.4 the Australian Municipal Administrative Clerical and Services Union (ASU), in relation to employees engaged wholly or principally in a clerical capacity, (excluding ticket writers).

3.2 The following categories of employees are not covered by this Agreement:

3.2.1 employees employed in management graded positions at Job Grade 4 Level and above;

3.2.2 employees employed in stores trading as Megamart;

3.2.3 employees covered by the Clothing Trades Award 1999;

3.2.4 employees employed as plumbers, carpenters, electricians, trade assistants, boiler attendants, painters, polishers, lift mechanics, ventilation mechanics and pastry cooks; and

3.2.5 employees who are employed under Myer Cairns Certified Agreement (AWU Certified Agreement) or any subsequent Agreement made between Myer Grace Bros and the Australian Workers Union in relation to northern Queensland.

4 SUPERSESSION

This Agreement operates to the exclusion of all other certified agreements and awards, whether state or federal, and supersedes the Myer Grace Bros Stores Agreement 1998.

5 PERIOD OF OPERATION

5.1 This Agreement shall operate from the first pay period to commence on or after 1 October 2001 and shall expire on 30 September 2004.

5.2 The parties are committed to negotiations to reach a new Agreement, commencing at least 3 months prior to the expiry of this term.
6 OBJECTIVES OF THE AGREEMENT

This Agreement aims to support the achievement of the following key objectives:

6.1 Myer Grace Bros aims to be the leading department store chain in Australia;

6.2 Myer Grace Bros will provide fast, friendly, helpful service in comfortable, easy to shop stores;

6.3 Myer Grace Bros strives to achieve fair, open and honest relationships with its stakeholders including team members, customers, investors and suppliers and to be seen as a good corporate contributor to its communities;

6.4 Myer Grace Bros supports a healthy, safe and positive working environment;

6.5 Myer Grace Bros makes a commitment to maximising permanent employment;

6.6 Myer Grace Bros aims to support the development and recognition of employees, to provide them with the opportunity to develop professional skills in service excellence;

6.7 These skills will be achieved by participating in both on and off the job training as part of training and learning activities, thereby providing employees with qualifications, which are broadly recognised within the retail industry;

6.8 Myer Grace Bros will provide well paid jobs, with an effective career path in the retail industry;

6.9 Myer Grace Bros has the objective of minimal turnover and long term employment both for full-time and part-time employees;

6.10 Myer Grace Bros aims to maximise its resource efficiencies and emphasise profitability by raising productivity;

6.11 Myer Grace Bros and the Union acknowledge and agree that in order to achieve these objectives it is essential that positive and productive working relationships are developed and maintained between employees, Myer Grace Bros and the Union;

6.12 Myer Grace Bros and the Union recognise the importance of uninterrupted service to customers and agree that their appropriate representatives will confer to resolve any industrial matter in dispute between them without resort to industrial action, and in accordance with the provisions outlined in Clause 12 (Grievance Procedure); and

6.13 That disputes or grievances should where possible be resolved informally between the employee and the immediate manager.

7 DEFINITIONS

7.1 Permanent Employee

A permanent employee means either a full-time or part-time employee engaged on weekly, fortnightly or monthly hire.
7.2 Casual Employee

A casual employee means a person engaged on an hourly basis to work when available and as required by Myer Grace Bros.

7.3 Regular Casual

Regular casual means a casual employee who has worked a minimum of one start per week over the 13 weeks immediately prior to 1 December 1993. Absences on account of study leave, holidays, illness or other pressing necessity, shall not exclude a person who otherwise would have fallen within this definition.

In the case of clerical employees, the date referred to above shall be 31 July 1994.

7.4 Pre-1994 Employee

Pre-1994 employee means and includes any full-time, part-time or regular casual employee, as defined, who was employed with Myer Grace Bros as at 1 February 1994.

In the case of clerical employees, the date referred to above shall be 31 July 1994.

7.5 Ordinary Hours of Work

Ordinary hours of work means and includes those hours of work which are within the span of ordinary hours contained in Clause 31 (Ordinary Hours of Work and Penalties) and are days on which Myer Grace Bros may lawfully trade.

7.6 Continuous Service

Continuous service, for the purpose of leave accruals, includes all service with Myer Grace Bros from the date of engagement, but shall not include in any anniversary year of accrual:

7.6.1 Unauthorised absences of more than one week;

7.6.2 Any authorised unpaid absence of more than one week.

7.7 Ordinary Hourly Rate

The ordinary hourly rate of pay for full-time and part-time employees is 1/38th of the appropriate weekly rate contained in Clause 26 (Rates of Pay).

The ordinary hourly rate of pay for casual employees is 1/38th of the appropriate weekly rate contained in Clause 26 (Rates of Pay) plus 20%.

7.8 Vic BOS

Vic BOS means those areas of employment in Myer in Victoria which have been under the Myer “back of shops” letter of agreement of 1994 between Myer and the SDA.
7.9 **Cook**

Cook means an employee who is skilled in food preparation and whose duties include cooking, cleaning associated with food preparation, customer service, and/or any combination of these skills.

7.10 **Cook (Tradesperson)**

Cook (Tradesperson) means a cook who has completed an apprenticeship or has passed the appropriate trade test and who is engaged in cooking duties.

7.11 **Demi Chef**

Demi Chef means a chef or equivalent who has completed an apprenticeship or has passed the appropriate trade test and who is engaged to perform general or specialised cooking duties and/or supervises and trains other cooks and restaurant employees.

7.12 **Union**

Union means the Shop Distributive and Allied Employees Association (SDA) and/or the Australian Municipal, Administrative, Clerical and Services Union (ASU).

7.13 **Myer Grace Bros**

Myer Grace Bros includes stores such as those trading as Myer, Grace Bros, Goodbuy Clearance Centre, Essentially Me, Discount Direct and Southcape Authentic Outfitters.

8 **ANTI-DISCRIMINATION**

8.1 It is the intention of Myer Grace Bros and the Union to assist in the achievement of Section 3 (j) of the *Workplace Relations Act 1996* (Cth), by respecting and valuing the diversity of the workforce helping to prevent and eliminate discrimination on the basis of:

- race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

8.2 Accordingly in fulfilling their obligations under the Grievance Procedure (Clause 12) in this Agreement, Myer Grace Bros and the Union shall make every reasonable endeavour to ensure that the Agreement provisions and operation are neither directly or indirectly discriminatory in their effects.

8.3 Nothing in this clause is to be taken to affect:

8.3.1 any different treatment (or treatment having different effects) which is not unlawful under Commonwealth or State anti-discrimination legislation;

8.3.2 the payment of different wages for employees who have not reached a particular age, unless proscribed by legislation; and

8.3.3 an employee, company or registered Organisation pursuing matters of discrimination in any State or Federal jurisdiction including by application to the Human Rights and Equal Opportunity Commission.
9 EQUAL EMPLOYMENT OPPORTUNITY, WORKPLACE HARASSMENT

9.1 Myer Grace Bros will comply with all relevant legislation to provide equal opportunity for every employee in all spheres of employment, and an environment in which employees may work without distress or interference caused by harassment, including sexual harassment.

9.2 Myer Grace Bros also undertakes to periodically review a nationally applicable equal opportunity policy and grievance procedure, and a harassment policy that includes sexual harassment and grievance procedures in conjunction with the Union.

9.3 Myer Grace Bros will provide all employees with a copy of each policy and appropriate training in the principles and procedures in relation to equal opportunity and sexual and other forms of harassment.

9.4 Myer Grace Bros and the Union agree that duly authorised officers of each organisation, or their representatives, shall meet on a 6 monthly basis, or more frequently if agreed, during the life of the Agreement, to discuss, monitor and review equal opportunity and harassment matters or concerns, in relation to employees covered by this Agreement.

10 SAVINGS

10.1 Clauses where savings provisions may apply are denoted with ‘savings’ next to the title of the clause or specific subclause. The savings provisions are listed in Appendix A (Savings Provisions).

10.2 Savings – Essentially Me

Savings provisions for employees employed in stores trading as Essentially Me prior to 1 October 2001 are listed in Appendix A (Savings Provisions).

11 NO EXTRA CLAIMS

Myer Grace Bros and the Union agree that there will be no extra claims at a National or State level for the duration of the Agreement.
PART 2 - CONSULTATION AND DISPUTE RESOLUTION

12 GRIEVANCE PROCEDURE

In the event of disputes and/or grievances arising in a store, they shall be dealt with in the following manner:

12.1 The matter shall, where possible, first be discussed by the aggrieved employee with the appropriate line manager, or between the accredited Union delegate and the line manager. The line manager will respond to any employee's grievance as soon as possible and, unless there are exceptional circumstances, within 24 hours.

12.2 If unresolved, the matter will be discussed between the employee, the Union organiser and the Store Manager or an appropriate representative of Myer Grace Bros.

12.3 If the issue is not resolved in accordance with 12.2, the matter will be discussed between the Union organiser/State Branch Secretary and the Myer Grace Bros’ National Employee Relations Adviser.

12.4 Should the matter remain unresolved the case may be referred to the National Secretary of the Union or nominee, and the Myer Grace Bros’ National Employee Relations Manager or nominee.

12.5 If the matter cannot be resolved in discussion between the parties, the matter may be referred by either party to the Australian Industrial Relations Commission.

12.6 Until the matter is finally determined, all work shall continue in accordance with the practices existing prior to the matter in dispute arising, or other agreed arrangements. No party shall be prejudiced, as to the final settlement by the continuance or deferment of the work in accordance with this subclause.

This provision is subject to Myer Grace Bros’ responsibility to provide a safe and healthy working environment.

13 SECURITY OF EMPLOYMENT

13.1 During the period of operation of this Agreement, it is the desire of Myer Grace Bros that no full-time or part-time employees employed within a sales capacity in Levels 1, 2 or 3 shall be forcibly made redundant. This provision shall not apply to stores in geographically isolated areas.

13.2 When stores in geographically isolated areas are closed during the life of this Agreement and an employee indicates a preparedness to re-locate to a town or city where another Myer Grace Bros store operates, Myer Grace Bros will provide employment of similar status, hours and remuneration to that employee.

13.3 Should an employee transfer in circumstances as indicated above they shall retain continuity of employment for all purposes.
13.4 In the event that structural changes deem it necessary to review this position, then full consultation with the Union will take place in accordance with Appendix B (Termination, Change and Redundancy).

14 TERMINATION, CHANGE AND REDUNDANCY

The Termination, Change and Redundancy principles shall apply in accordance with Appendix B (Termination, Change and Redundancy).
PART 3 – CONTRACT OF EMPLOYMENT AND RELATED MATTERS

15 FULL-TIME EMPLOYMENT

Full-time employees shall be engaged on weekly hire on the basis of working 152 hours in any 4 week cycle.

Except as elsewhere provided in this Agreement, a full-time employee who is ready, willing and available to work the number of hours prescribed herein as a week's work shall be paid the full weekly wage fixed in Clause 26 (Rates of Pay).

16 PART-TIME EMPLOYMENT

16.1 Part-time employees shall be engaged on weekly hire for an agreed number of hours, with a minimum of 40 hours and a maximum of 144 hours in any 4 week cycle.

16.2 Part-time ‘flex up’ – Increased hours above normal rostered hours

16.2.1 Where a part-time employee agrees to work additional hours beyond their normal rostered hours, within the span of hours in Clause 31 (Ordinary Hours of Work and Penalties), the additional hours as worked shall be considered ‘flex up’ hours.

16.2.2 Flex up hours will be paid the ordinary hourly rate plus the percentages outlined in the table below:

<table>
<thead>
<tr>
<th>Flex up percentage to be added to ordinary hourly rate as at the first pay period on or after:</th>
<th>Within ordinary hours*</th>
<th>Within ordinary hours* between 6:00pm and 9:30pm Saturday (7:00pm to 9:30pm for Loss Prevention Officers)</th>
<th>Within ordinary hours* on Sunday</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 October 2001</td>
<td>10%</td>
<td>35%</td>
<td>60%</td>
</tr>
<tr>
<td>1 August 2003</td>
<td>11%</td>
<td>36%</td>
<td>61%</td>
</tr>
<tr>
<td>1 February 2004</td>
<td>13%</td>
<td>38%</td>
<td>63%</td>
</tr>
<tr>
<td>30 September 2004</td>
<td>15%</td>
<td>40%</td>
<td>65%</td>
</tr>
</tbody>
</table>

* Refer to Clause 31 (Ordinary Hours of Work and Penalties)

16.2.3 The additional payments provided for in 16.2.2 incorporate payment for all purposes.

16.2.4 This provision shall not apply to part-time employees who are offered and accept in writing Limited Tenure contracts as per Clause 18 (Limited Tenure Employment) of this Agreement.

16.2.5 Where a part-time employee does not agree to work additional hours Myer Grace Bros may request an employee to work reasonable overtime in accordance with Clause 39 (Overtime).
16.3 Decreasing hours below contract hours

16.3.1 A part-time employee's contract hours may be reduced by up to a maximum quantum of 20% per anniversary year, provided that:

(a) 4 weeks notice of such reduction is given to the employee concerned; and

(b) hours are not reduced below the minimums elsewhere stated in this Agreement.

16.3.2 An employee, whose hours have been reduced, shall be provided with the opportunity to increase their hours as business needs allow and shall have preference to increase hours ahead of other current part-time or new part-time employees.

16.3.3 Subclause 16.3 shall not apply to those full-time, part-time and regular casual employees, as defined, who accepted part-time positions with Myer Grace Bros and who were employed with Myer Grace Bros in Victoria on 1 February 1994.

17 CASUAL EMPLOYMENT

17.1 Casual employees shall be engaged on an hourly basis, with a minimum engagement of 3 consecutive hours on each day required except as provided for in Clause 36 (Shorter Shifts for Training Activities).

17.2 In lieu of entitlements to sick leave, annual leave, public holidays or other forms of leave (excluding long service leave), a casual employee shall be paid for ordinary hours of work at a rate per hour of 1/38 of the weekly rate prescribed in this Agreement plus the casual loading as prescribed in 17.2.1 or 17.2.2.

17.2.1 The loading for casual employees (other than casual Loss Prevention Officers) is:

<table>
<thead>
<tr>
<th>Monday to Wednesday</th>
<th>6:00am to 10:30pm</th>
<th>Plus 20%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday to Friday</td>
<td>6:00am to 12:00 midnight</td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td>6:00am to 6:00pm</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Saturday</th>
<th>6:00pm to 9:30pm</th>
<th>Plus 35%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday</td>
<td>8:00am to 7:00pm</td>
<td>Plus 60%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Public Holidays</th>
<th>All hours worked</th>
<th>Plus 150%</th>
</tr>
</thead>
</table>
17.2.2 The loading for casual Loss Prevention Officers is:

<table>
<thead>
<tr>
<th>Days</th>
<th>Hours</th>
<th>Loading</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday to Wednesday</td>
<td>6:00am to 11:00pm</td>
<td>Plus 20%</td>
</tr>
<tr>
<td>Thursday to Friday</td>
<td>6:00am to 12:00 midnight</td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td>6:00am to 7:00pm</td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td>7:00pm to 9:30pm</td>
<td>Plus 35%</td>
</tr>
<tr>
<td>Sunday</td>
<td>7:00am to 7:30pm</td>
<td>Plus 60%</td>
</tr>
<tr>
<td>Public Holidays</td>
<td>All hours worked</td>
<td>Plus 150%</td>
</tr>
</tbody>
</table>

18 LIMITED TENURE EMPLOYMENT

18.1 Myer Grace Bros may engage employees on a Limited Tenure basis as either full-time or part-time employees provided that such periods of Limited Tenure shall:

18.1.1 not be less than one month provided that the minimum engagement may be 2 weeks where the sole purpose is the replacement of an employee on annual leave;

18.1.2 not be more than 12 months' duration; and

18.1.3 not run consecutively.

18.2 Prior to commencement of a period of Limited Tenure, the employee shall be advised in writing of the nature of the work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of their Limited Tenure employment.

18.3 Limited Tenure employment may be terminated by either party in accordance with the provisions of Clause 21 (Termination of Employment) and Appendix B (Termination, Change and Redundancy).

18.4 Limited Tenure employment shall be voluntary and in the case of Pre-1994 employees as defined, the provisions of Appendix A (Savings Provisions) shall continue to apply.

18.5 An employee who accepts a change to Limited Tenure shall not be disadvantaged in respect to their terms and conditions of employment.

18.6 The provisions of this clause do not constitute employment of the type specified in Regulation 30B of the Workplace Relations Regulations in circumstances where Limited Tenure is offered and accepted by persons already in the employ of Myer Grace Bros, provided those employees were not previously covered by Regulation 30B.

18.7 Where an employee varies their employment contract to a Limited Tenure contract, such an employee shall, at the conclusion of the Limited Tenure period, revert to a position of employment which is no less advantageous to the employee than that which existed immediately prior to the Limited Tenure contract.
19 PROBATIONARY EMPLOYMENT

19.1 On joining Myer Grace Bros, an employee’s employment is subject to a 3-month probationary period. During this probationary period, either the employee or Myer Grace Bros may terminate the employee’s employment for any reason not prohibited by law.

19.2 Probationary employment can be terminated with 1 day’s notice by either party during the above-mentioned period. Myer Grace Bros may choose to grant payment of 1 day’s pay in lieu of 1 day’s notice.

20 FLEXIBILITY OF DUTIES

20.1 Myer Grace Bros may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

20.2 Employees shall take all reasonable steps to achieve quality, accuracy and completion of any reasonable job or task assigned to the employee.

21 TERMINATION OF EMPLOYMENT

21.1 Full-time/Part-time Employees

21.1.1 Should Myer Grace Bros wish to terminate the employment of a full-time or part-time employee, the following period of notice shall be provided:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 month</td>
<td>1 day</td>
</tr>
<tr>
<td>1 month or more but less than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>1 year or more but less than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years or more but less than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

21.1.2 Employees over 45 years of age with two or more years continuous service at the time of termination shall receive an additional weeks notice.

21.1.3 Where the relevant period of notice is not provided by Myer Grace Bros, the employee shall be entitled to payment in lieu provided that employment may be terminated by part of the period of notice and part payment in lieu.

21.1.4 Payment in lieu of notice shall be calculated using an employee’s weekly ordinary time earnings.

21.1.5 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or employees engaged for a specific period of time and/or for a specific task or tasks.
21.2 Notice of Termination by Employee

In the case of termination by an employee, other than a casual, the following minimum notice shall be given to Myer Grace Bros by the employee:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>1 year or more</td>
<td>2 weeks</td>
</tr>
</tbody>
</table>

Subject to the relevant State or Territory Long Service Leave provisions, if an employee fails to give notice, or fails to work out the full period of notice, Myer Grace Bros shall have the right to withhold moneys due to the employee under this Agreement to a maximum amount equal to the ordinary time earnings for the period of notice required.

At the employee's request, part or all of the period of notice required by an employee may be waived by Myer Grace Bros and the employee shall be paid to the time of termination only.

21.3 Time Off Work During the Period of Notice

Where Myer Grace Bros has given notice to an employee of intended termination, the employee shall be allowed time off without loss of pay, for a cumulative period of up to 8 hours for the purpose of seeking other employment. Such time off shall be taken at times that are convenient to the employee after consultation with their manager.

21.4 Unfair Dismissals

Termination of employment shall not be harsh, unjust or unreasonable. Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.

21.5 Grievance Procedure

In the event of a dispute arising from the operation of 21.4 it shall be dealt with in accordance with the provision of Clause 12 (Grievance Procedure).

21.6 Statement of Employment

Upon receipt of a request from an employee, Myer Grace Bros will provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

21.7 Abandonment of Employment

An employee who is absent from work for 3 consecutive shifts, without complying with the notification requirements in Clause 45 (Sick Leave) may be deemed to have abandoned their employment and terminated their employment with Myer Grace Bros at their own initiative.
22 DRESS AND PRESENTATION STANDARDS

22.1 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.

22.2 Where employees agree to wear preferred dress, they shall at all times dress in accordance with Myer Grace Bros’ preferred dress policy as advised to employees from time to time.

22.3 Where an employee chooses not to wear preferred dress, and they are required to wear a uniform, such uniform shall be provided, maintained, and laundered in accordance with Clause 23 (Laundry Allowance).

23 LAUNDRY ALLOWANCE

23.1 Where an employee wears a uniform, cap, coat, overall or other uniform dress the same shall be provided by Myer Grace Bros and shall be laundered by Myer Grace Bros at the Company’s expense. Provided that, where by mutual agreement the laundering is done by the employee or Myer Grace Bros having refused, neglected or failed to launder the articles and laundering is done by the employee, the employee shall be paid a weekly allowance as per the following:

<table>
<thead>
<tr>
<th>First pay period on or after 1/10/2001</th>
<th>First pay period on or after 1/10/2002</th>
<th>First pay period on or after 1/10/2003</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7.55</td>
<td>$7.80</td>
<td>$8.10</td>
</tr>
</tbody>
</table>

23.2 The laundry allowance shall not be paid during periods of absence, such as annual leave, sick leave, compassionate leave, jury service, trade union training leave or family/carer’s leave.

23.3 This provision does not apply to Loss Prevention Officers.

24 GUIDELINES CONCERNING SECURITY PROCEDURES

The Security Procedures principles shall apply in accordance with Appendix C (Guidelines Concerning Security Procedures).
PART 4 – CLASSIFICATION STRUCTURE AND RATES OF PAY

25 CLASSIFICATION STRUCTURE

An employee’s classification level is based on the skills they are required to exercise to perform the principal functions of their employment as determined by Myer Grace Bros.

Employees may be required to train other team members in the skills of their own classification by means of personal instruction or demonstration.

25.1 Introductory Level - Team Member in Training  (95%)

25.1.1 A Team Member in Training is a person who upon commencement with Myer Grace Bros does not possess the relevant training or retail experience required by Myer Grace Bros to competently perform the duties of their classification.

25.1.2 Such an employee:

(a) performs routine duties to their level of training;
(b) has knowledge of and adheres to Company policies and procedures;
(c) is able to work effectively with systems and processes relevant to their work area and to their level of training;
(d) exercises suitable judgement based on their skills and experience during their training period;
(e) participates in team-based workplace activities as required;
(f) undertakes and completes training structured by Myer Grace Bros in order to develop relevant competencies;
(g) works under routine* supervision.

*Routine: an employee will receive broad instructions on work to be performed and specific instructions when new or unusual work is required.

25.1.3 An introductory rate of 95% of the adult rate of pay may apply to new adult Level 1 employees.

25.1.4 The introductory rate does not apply to junior employees.

25.1.5 No employee shall work in this capacity for more than 3 months.

25.2 Level 1 - Team Member  (100%)

25.2.1 An employee at this level performs work above and beyond the skills of a Team Member in Training, and to the level of their training.

25.2.2 Such an employee:

(a) is trained in and applies Myer Grace Bros’ minimum customer service standards;
(b) has a thorough knowledge of and adheres to Company policies and procedures;
(c) is able to work effectively with systems and processes relevant to their work area;
(d) exercises decision-making within defined procedures;
(e) is able to exercise good interpersonal and communication skills in dealing with team members and customers;
(f) demonstrates personal and professional responsibility by being accountable for their own work;
(g) participates effectively within a team environment;
(h) is able to share skills and knowledge with team members within their work area and skill limitations;
(i) understands and works to achieve team and business goals;
(j) continues training and learning activities as required by Myer Grace Bros;
(k) performs tasks with routine supervision.

For example: Service Team Member, Logistics Team Member, Cosmetic Team Member, Gift Registry Team Member and Visual Merchandise Team Member.

25.3 Level 2 - Team Member (105%)

25.3.1 A Level 2 Team Member shall mean an employee appointed as such who performs work above and beyond the skills of a Level 1 Team Member, within a specialised area.

25.3.2 In addition to the requirements of a Level 1 Team Member, such an employee:

(a) has specialised knowledge of their work area/product and/or systems;
(b) exercises judgement and initiative within their range of skills and knowledge to influence their work area’s activities;
(c) provides coaching, personal instruction and demonstration of their specialist knowledge to team members;
(d) initiates activities and works to achieve area business goals;
(e) performs tasks with general* supervision.

*General: an employee will receive specific instructions only when new procedures are introduced.

For example: Product Specialist, Level 2 Clerk including Payroll/Scheduling Support Clerk, Uniformed Loss Prevention Officer, Cosmetic Specialist, Visual Merchandising Specialist, Beautician, Gift Registry Specialist, Prosthesis Specialist, Site Technical Officer (start-of-day and end-of-day only, for time worked in accordance with 25.6), Santa, Spruiker, Cook (non trade).

25.4 Level 3 - Team Member (110%)

25.4.1 A Level 3 Team Member shall mean an employee appointed as such who performs work above and beyond the skills of employees in other classifications.

25.4.2 In addition to the requirements of a Level 1 Team Member, such an employee:

(a) exercises a higher level of interpersonal and communication skills in dealing with team members and customers;
(b) demonstrates personal and professional responsibility by coordinating the work of others and being accountable for their own work;
(c) understands the operation of their total work area;
(d) works with limited* supervision.

*Limited: an employee will receive general guidance on progress and outcomes sought.

25.4.3 In addition to 25.4.2 a Team Leader:

(a) provides coaching to team members within their work area;
(b) is able to listen, question and problem solve within their team;
(c) is able to motivate and encourage positive team spirit;
(d) assists in the planning and coordination of communication for their work area.

For example: Team Leader, Visual Merchandiser (who supervises or coaches).

25.4.4 In addition to 25.4.2 a Level 3 – Team Member:

(a) is able to work from complex instructions and procedures;
(b) is able to work within complex systems;
(c) is able to listen, question and problem solve within their area of work.

For example: Level 3 Clerk including Payroll Clerk/Scheduling Clerk, Primary Site Technical Officer, Beauty Therapist, Cook (tradesperson).

25.5 Progression/Re-classification

25.5.1 Progression from the introductory rate (subclause 25.1) after a maximum of 3 months shall be automatic.

25.5.2 Where a vacancy exists (for example, Team Leader) Myer Grace Bros shall recruit in accordance with Myer Grace Bros’ recruitment policy. Progression shall require formal application by the employee. The selection process will have regard to the employee successfully demonstrating the appropriate skills and competencies required for appointment to the higher level. Such appointments will be at the discretion of Myer Grace Bros, based on business requirements.

25.5.3 Disputes in relation to progression/re-classification may be dealt with under Clause 12 (Grievance Procedure).

25.6 Higher duties

25.6.1 Where an employee is nominated by Myer Grace Bros to perform in a higher classification level for a minimum of 2 consecutive hours and is deemed to be responsible for work performed at that level, the employee shall receive the relevant classification rate of pay for the actual hours worked at the higher level. Provided that:

(a) the arrangement is not applicable where the work performed is part of an agreed structured training program to add to the employee’s development (arising from an employment development plan, performance review or similar); or
(b) where an employee is performing the store start-of-day or end-of-day register process then the employee will be paid for the actual time worked.

25.7 Clerical Employees

25.7.1 The following shall apply for employees engaged by Myer Grace Bros in clerical roles prior to 1 March 1999:

(a) Clerk Level A shall be deemed Level 2 Team Member;
(b) Clerk Level B shall be deemed Level 3 Team Member;
(c) Clerk Level C shall be paid in accordance with the increases shown in Clause 26 (Rates of Pay), subclause 26.5;
(d) in addition to the descriptions in 25.3 and 25.4 above, the level descriptions for clerical employees are shown in Appendix D (Classification Structure for Clerical Employees Employed as at 30 September 2001).

26 RATES OF PAY

26.1 The minimum rates of pay for the classification structure are as follows:

<table>
<thead>
<tr>
<th></th>
<th>First pay period on or after 1/10/2001</th>
<th>First pay period on or after 1/10/2002</th>
<th>First pay period on or after 1/10/2003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entry</td>
<td>$471.20</td>
<td>$485.50</td>
<td>$503.50</td>
</tr>
<tr>
<td>Level 1</td>
<td>$496.00</td>
<td>$511.00</td>
<td>$530.00</td>
</tr>
<tr>
<td>Level 2</td>
<td>$520.80</td>
<td>$536.60</td>
<td>$556.50</td>
</tr>
<tr>
<td>Level 3</td>
<td>$545.60</td>
<td>$562.10</td>
<td>$583.00</td>
</tr>
</tbody>
</table>

26.2 All employees on the first pay period on or after 1 October 2001 shall receive a wage increase of $10.00.

26.3 Employees who are on a saved rate of pay due to a transfer into a lower classification shall receive the first increase of $10.00 on the first pay period on or after 1 October 2001.

26.4 The following employees shall be paid the following wage rates:

<table>
<thead>
<tr>
<th></th>
<th>First pay period on or after 1/10/2001</th>
<th>First pay period on or after 1/10/2002</th>
<th>First pay period on or after 1/10/2003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Demi Chef</td>
<td>$590.20</td>
<td>$608.10</td>
<td>$630.70</td>
</tr>
<tr>
<td>VIC BOS Pre 1/2/1994</td>
<td>$554.20</td>
<td>$569.20</td>
<td>$588.20</td>
</tr>
<tr>
<td>VIC Level B Clerk pre 31/7/1994 not rostered</td>
<td>$556.90</td>
<td>$571.90</td>
<td>$590.90</td>
</tr>
<tr>
<td>VIC Level B Clerk pre 31/7/1994 not rostered</td>
<td>$523.80</td>
<td>$538.80</td>
<td>$557.80</td>
</tr>
<tr>
<td>VIC Level A Clerk pre 31/7/1994 not rostered</td>
<td>$515.20</td>
<td>$530.20</td>
<td>$549.20</td>
</tr>
<tr>
<td>VIC Level A Clerk pre 31/7/1994 not rostered</td>
<td>$501.20</td>
<td>$516.20</td>
<td>$535.20</td>
</tr>
<tr>
<td>SA Level A Clerk pre 31/7/1994 not rostered</td>
<td>$501.20</td>
<td>$516.20</td>
<td>$535.20</td>
</tr>
</tbody>
</table>
26.5 Employees who are on a higher rate of pay due to the introduction of the classification structure in accordance with the Myer Grace Bros Stores Agreement 1998, shall receive the following increases on their weekly wage rate as of 30 September 2001:

<table>
<thead>
<tr>
<th>Increase</th>
<th>First pay period on or after 1/10/2001</th>
<th>First pay period on or after 1/10/2002</th>
<th>First pay period on or after 1/10/2003</th>
</tr>
</thead>
<tbody>
<tr>
<td>$10.00</td>
<td>$15.00</td>
<td>$19.00</td>
<td></td>
</tr>
</tbody>
</table>

26.6 Junior Rates

26.6.1 Junior rates shall be calculated as a percentage of the adult rate for the classification for which the junior is employed as per the under mentioned percentages.

- 20 years: 90% *
- 19 years: 80%
- 18 years: 70%
- 17 years: 60%
- 16 and under: 50%

26.6.2 The above junior percentages shall have no application with respect to the employees employed under the provisions of Clause 25 (Classification Structure), subclause 25.1.3, or to tradespersons.

26.6.3 * The 20-year-old percentage of 90% shall cease to apply as at 31 August 2004. Employees receiving the 20-year-old percentage of 90% as at 1 September 2004 will be paid the adult rate of pay on the first pay period on or after 1 September 2004.

26.6.4 Weekly wages shall be calculated to the nearest 10 cents with any amount less than 5 cents being disregarded.

27 PAYMENT OF WAGES

27.1 Wages will be paid fortnightly in arrears, by Electronic Funds Transfer.

27.2 Wages will be paid no later than 4 days after the end of the pay period but no later than Wednesday after the completion of the pay period.

27.3 Where the ordinary hours of a full-time or part-time employee fluctuate from week to week as a result of working a particular roster, their wages will be averaged over the cycle.

28 SUPERANNUATION

28.1 Superannuation for employees employed under this Agreement shall be governed by the provisions of the Superannuation Guarantee (Administration) Act 1992 (as amended) and the applicable regulations provided that:
28.1.1 All superannuation entitlements shall be directed on a monthly basis to the REST superannuation fund; and

(a) the ability to opt in and out of the fund as provided within the Superannuation Guarantee (Administration) Act 1992 (as amended) and the applicable regulations shall not apply; and

(b) for the purposes of superannuation in this clause, ordinary time earnings shall be in accordance with the following definition:

“Ordinary time earnings” includes the classification rate, over-Agreement payment, casual loadings, penalty rates, shift loadings and work related allowances that form part of the weekly rate of pay (for example supervisory allowances).

“Ordinary time earnings” does not include overtime, payment made to reimburse expenses (for example tea money, uniform allowance) or disability allowances.

28.2 An employee who was eligible for superannuation contributions paid under the Coles Myer Occupational Superannuation Award [Print K2517] shall continue to receive such contributions.

29 RETAIL TRAINEESHIPS

29.1 Myer Grace Bros shall comply with the terms of the National Training Wage Award 2000, as varied as though bound by clause 4 of that Award.

29.2 The provision in the National Training Wage Award 2000 in respect of overtime shall be read to mean that the hourly rate of pay for the purposes of calculation of overtime or shift penalties is the hourly rate applicable to the relevant age as prescribed in this Agreement.

30 SUPPORTED WAGE

The Supported Wage principles shall apply in accordance with Appendix E (Supported Wage Guidelines).
PART 5 – HOURS OF WORK AND ROSTERING

31 ORDINARY HOURS OF WORK AND PENALTIES

31.1 The span of ordinary hours for all employees (other than Loss Prevention Officers) is:

<table>
<thead>
<tr>
<th>Monday to Wednesday</th>
<th>6:00am to 10:30pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday to Friday</td>
<td>6:00am to 12:00 midnight</td>
</tr>
<tr>
<td>Saturday</td>
<td>6:00am to 9:30pm</td>
</tr>
<tr>
<td>Sunday*</td>
<td>8:00am to 7:00pm</td>
</tr>
</tbody>
</table>

*where legal to trade

31.2 The span of ordinary hours for Loss Prevention Officers is:

<table>
<thead>
<tr>
<th>Monday to Wednesday</th>
<th>6:00am to 11:00pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday to Friday</td>
<td>6:00am to 12:00 midnight</td>
</tr>
<tr>
<td>Saturday</td>
<td>6:00am to 9:30pm</td>
</tr>
<tr>
<td>Sunday*</td>
<td>7:00am to 7:30pm</td>
</tr>
</tbody>
</table>

*where legal to trade

31.3 Rates of Pay Saturday Evening

31.3.1 Employees other than Loss Prevention Officers

(a) All full-time and part-time employees working ordinary hours between 6:00pm and 9:30pm on Saturday shall be paid at a rate equivalent to 25% above the prescribed ordinary hourly rate.

(b) All casual employees working ordinary hours between 6:00pm and 9:30pm on Saturday shall be paid at a rate equivalent to 35% above the prescribed ordinary hourly rate.

31.3.2 Loss Prevention Officers

(a) All full-time and part-time Loss Prevention Officers working ordinary hours between 7:00pm and 9:30pm on Saturday shall be paid at a rate equivalent to 25% above the prescribed ordinary hourly rate.

(b) All casual Loss Prevention Officers working ordinary hours between 7:00pm and 9:30pm on Saturday shall be paid at a rate equivalent to 35% above the prescribed ordinary hourly rate.

31.4 Rates of Pay - Sunday

31.4.1 All full-time and part-time employees working ordinary hours on Sunday shall be paid at a rate equivalent to 50% above the prescribed ordinary hourly rate.

31.4.2 All casual employees working ordinary hours on Sunday shall be paid at a rate equivalent to 60% above the prescribed ordinary hourly rate.

32 ROSTERING PRINCIPLES - FULL-TIME EMPLOYEES

23
32.1 Hours over a 4 week cycle

All rosters shall provide for 152 hours over 4 weeks with an average of 38 hours per week.

32.2 Days over a 4 week cycle

An employee shall only be rostered to work a maximum of 19 days in any 4 week cycle.

32.3 Minimum engagement

The minimum engagement an employee may be rostered to work shall be 4 hours provided that on an employee’s non-working day the minimum engagement shall be 3 hours.

32.4 Shifts per day

No full-time employee shall be engaged on more than 1 shift per day.

32.5 Days per week

Rostered hours shall be worked on not more than 5 days in each week, provided that rostered hours may be worked on 6 days in one week if in the following week rostered hours are worked on not more than 4 days.

32.6 Hours per shift

32.6.1 An employee may be rostered to work up to a maximum of 9 hours on any shift, provided that:

(a) an employee may be rostered up to a maximum of 10.5 hours on not more than 2 days in a week; and

(b) in any 2 week period an employee shall not work more than 3 shifts in excess of 9 hours per day.

(c) the above daily maximums shall be exclusive of meal breaks.

32.7 Break between shifts

A 10 hour break will be observed between the completion of work on one day and the commencement of work on the next day.

32.8 Consecutive days off

Full-time employees must be rostered in such a way that they shall receive at least 2 consecutive days off in each week (or 3 in a fortnight).
32.9 Roster change

32.9.1 Notice for a roster change

(a) A roster change must be provided to the employee in writing with a minimum of 7 days’ notice, unless there is agreement to the roster change in which case 7 days’ notice does not need to be provided.

(b) Should the employee disagree with the proposed roster change, they shall be provided with a minimum of 14 days’ written notice in lieu of 7 days, during which time there shall be discussions aimed at resolving the matter.

32.9.2 Subject to 32.9.1 an employee shall be provided with a regular roster which will not be subject to frequent variations.

32.9.3 An employee's roster may not be changed with the intent of avoiding payment of penalties, loadings or other benefits applicable. Should such circumstances arise the employee shall be entitled to such penalty, loading or benefit as if the roster had not been changed.

32.9.4 When changing an employee’s roster, Myer Grace Bros will respect the family and personal responsibilities of the employee and whether the employee can arrange safe transport home.

32.10 Request to work a 20 day, 4 week cycle

32.10.1 A full-time employee may request to work a 20 day, 4 week cycle subject to the following:

(a) a full-time employee may request to the Union or Myer Grace Bros that he or she work a roster involving a 20 day 4 week cycle; and

(b) this option must never be proposed by Myer Grace Bros to any employee under any circumstances but must arise solely from the employee concerned; and

(c) Myer Grace Bros shall not propose to any employee alternative working arrangements, one involving a 19 day month and the other a 20 day month and invite the employee to choose between the options; and

(d) where Myer Grace Bros finds an individual who has requested a 20 day 4 week cycle, it will notify the appropriate Branch Secretary in writing; and

(e) the Branch Secretary will review the information to ensure it is a genuine case; and

(f) if the matter is genuine, the Branch Secretary certifies to Myer Grace Bros in writing that the person may be given a roster without a rostered day off. Until such written permission is provided, each full-time employee shall be given a roster with a rostered day off as provided in this Agreement; and

(g) if the case is not genuine, the Branch Secretary refuses permission to depart from the Agreement requirement; and
(h) the individual full-time employee can change his or her mind at any time and revert to a roster with a rostered day off with one month’s notice to Myer Grace Bros.

32.10.2 An employee subject to the provisions of this clause shall not accrue time towards a non-working day.

33 ROSTERING PRINCIPLES - PART-TIME EMPLOYEES

33.1 Maximum ordinary hours over a cycle

An employee may work a maximum of 144 hours over 4 weeks.

33.2 Maximum ordinary hours in a week

The maximum ordinary hours worked in any week shall be 40.

33.3 Minimum ordinary hours in a cycle

The minimum ordinary hours worked shall be 10 per week or 20 averaged over a 2 week cycle, or 40 averaged over a 4 week cycle.

33.4 Minimum engagement

The minimum engagement for a part-time employee shall be 3 consecutive hours per day (except as provided in Clause 36 (Shorter Shifts for Training Activities)). This minimum shall also apply to a shift worked on a non-working day.

33.5 Shifts per day

No part-time employee shall be engaged on more than 1 shift per day, except as provided in Clause 35 (Additional Shifts – Part-time and Casual Employees).

33.6 Days per week

Rostered hours shall be worked on not more than 5 days in each week, provided that rostered hours may be worked on 6 days in one week if in the following week rostered hours are worked on not more than 4 days.

33.7 Hours per shift

33.7.1 An employee may be rostered to work up to a maximum of 9 hours on any shift, provided that:

(a) An employee may be rostered up to a maximum of 10.5 hours on not more than 2 days in a week; and

(b) In any 2 week period, an employee shall not work more than 3 shifts in excess of 9 hours per day.

(c) The above daily maximums shall be exclusive of meal breaks.
33.8  Break between shifts

A 10 hour break will be observed between the completion of work on one day and the commencement of work on the next day.

33.9  Consecutive days off

Part-time employees must be rostered in such a way that they shall receive at least 2 consecutive days off in each week (or 3 in a fortnight).

33.10  Roster change

33.10.1  Notice for a roster change

(a) A roster change must be provided to the employee in writing with a minimum of 7 days’ notice, unless there is agreement to the roster change in which case 7 days’ notice does not need to be provided.

(b) Should the employee disagree with the proposed roster change, they shall be provided with a minimum of 14 days' written notice in lieu of 7 days’, during which time there shall be discussions aimed at resolving the matter.

33.10.2  Subject to 33.10.1, an employee shall be provided with a regular roster which will not be subject to frequent variations.

33.10.3  A part-time employee shall be given stability in the roster pattern over 4 weeks cycles and shall not be subject to constant roster changes in successive cycles.

33.10.4  An employee's roster may not be changed with the intent of avoiding payment of penalties, loadings or other benefits applicable. Should such circumstances arise the employee shall be entitled to such penalty, loading or benefit as if the roster had not be changed.

33.10.5  When changing an employee’s roster, Myer Grace Bros will respect the family and personal responsibilities of the employee and whether the employee can arrange safe transport home.

34  ROSTERING PRINCIPLES - CASUAL EMPLOYEES

34.1  Minimum engagement

The minimum engagement per day shall be 3 consecutive hours (except as provided in Clause 36 (Shorter Shifts for Training Activities)).

34.2  Shifts per day

No casual employee shall be engaged on more than 1 shift per day, except as provided in Clause 35 (Additional Shifts – Part-time and Casual Employees).
34.3 Hours per week

34.3.1 A casual employee's regular hours shall not exceed 38 hours in any week except as provided for in 34.3.2.

34.3.2 A casual employee may work a maximum of 48 hours in any week with a maximum of 152 hours over any 4 week cycle during the following periods:

(a) the months of October to January;

(b) the fortnight of Easter;

(c) during the two weeks of the half yearly stocktake sales;

(d) during the week of each of the twice yearly stocktakes (scancount); and

(e) special circumstances agreed with the Union.

34.4 Days per week

A casual employee shall not work more than 5 days per week without the payment of overtime. By agreement however a casual may work 6 days in a week.

35 ADDITIONAL SHIFTS – PART-TIME AND CASUAL EMPLOYEES

35.1 A part-time or casual employee may be engaged on an additional shift each day provided that this provision shall only apply during:

(a) the months of October to January;

(b) the fortnight of Easter;

(c) during the two weeks of the half yearly stocktake sales;

(d) during the week of each of the twice yearly stocktakes (scancount); and

(e) special circumstances agreed with the Union.

35.2 There may be no more than 2 engagements on any one day.

35.3 A minimum of 3 hours work shall apply for the original rostered shift and 3 hours for the additional shift.

35.4 The maximum hours of work per day as prescribed within this Agreement shall apply.

35.5 For part-time employees the additional shift of work shall attract the part-time flex up loading in accordance with Clause 16 (Part-time Employment), subclause 16.2).

35.6 Where a second engagement occurs on any day, a 10 hour break will be observed between the cessation of work on the latest finishing shift and the commencement of the next day’s shift.
35.7 The arrangement shall be on a voluntary basis where the employee may revoke the agreement to work an additional shift at any time.

36 SHORTER SHIFTS FOR TRAINING ACTIVITIES

36.1 For designated training, casual and part-time employees may be engaged for a minimum of 2 consecutive hours per day on a maximum of 6 occasions per year. Attendance at such training sessions shall be voluntary.

36.2 Attendance at a training session will not constitute an additional ‘start’ for the purposes of this Agreement.

37 ATTENDANCE AT TRADE NIGHTS

37.1 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 however is voluntary and any decision to attend shall be at the discretion of the employee.

37.2 Due to the voluntary nature of attendance at trade nights, no payments and allowances shall apply.

38 FULL-TIME AND PART-TIME EMPLOYEES ROSTERED TO WORK ON SUNDAYS

38.1 Where a store is able to legally trade on a Sunday, employees may be asked to work a maximum of 3 Sundays in 4 unless otherwise agreed, provided that on the Sunday they do not work they receive a 3 day break including the Saturday. Where an employee works a 19 day month, none of the 3 days in the break as specified is to be a 19 day month RDO.

38.2 Employees will be informed by Myer Grace Bros prior to engagement that they may be required to work Sundays.

38.3 Where a store gains the right to trade lawfully on occasional Sundays, work for all employees on such Sundays shall be voluntary provided that full-timers will be paid overtime and part-timers will either work additional hours in accordance with Clause 16 (Part-time Employment), subclause 16.2 or a roster change may be allowed by agreement.

39 OVERTIME

39.1 Myer Grace Bros may require an employee to work reasonable overtime at appropriate overtime rates other than on a public holiday.

39.1.1 An employee is entitled to the payment of authorised overtime when:

(a) They are required to work before or after their rostered shift, (except for a part-timer who has been offered and has accepted additional hours of work in accordance with Clause 16 (Part-time Employment), subclause 16.2).
(b) A full-time employee works in excess of 152 hours in any 4 week cycle.

(c) A part-time employee works in excess of 40 hours in a week or 144 hours in any 4 week cycle.

(d) An employee works in excess of 5 days in any week (or 6 days in accordance with Clause 32 (Rostering Principles – Full-time Employees), subclause 32.5 and Clause 33 (Rostering Principles – Part-time Employees), subclause 33.6).

(e) An employee is required to work a non-rostered shift (except for a part-timer who has been offered and has accepted additional hours of work in accordance with Clause 16 (Part-time Employment), subclause 16.2).

(f) A part-time employee works in excess of 20 days in any 4 week cycle.

(g) A full-time employee works in excess of 19 days in any 4 week cycle (or 20 days in accordance with Clause 32 (Rostering Principles – Full-time Employees), subclause 32.10).

(h) An employee works in excess of 10.5 hours (excluding meal breaks) on any shift.

(i) They are required to work outside the Agreement span of hours.

(j) A full-time or part-time employee works in excess of 9 hours (excluding meal breaks) on any shift, provided that an employee may work up to 10.5 hours in accordance with Clause 32 (Rostering Principles – Full-time Employees), subclause 32.6 or Clause 33 (Rostering Principles – Part-time Employees), subclause 33.7 without the payment of overtime.

39.2 Casu als

39.2.1 A casual employee is entitled to overtime at the applicable rates expressed for full-time and part-time employees when they work:

(a) In excess of 38 hours in any week (or 48 as per Clause 34 (Rostering Principles – Casual Employees), subclause 34.3.2);

(b) In excess of 5 days per week (or 6 as per Clause 34 (Rostering Principles – Casual Employees), subclause 34.4);

(c) In excess of 10.5 hours on any day (exclusive of meal breaks).

39.3 Authorised overtime shall be paid at the following rates:

39.3.1 Monday to Saturday: first 2 hours at time and a half, and double time thereafter;

39.3.2 Sunday: double time;
39.3.3 Public Holiday: double time and a half as provided in Clause 44 (Public Holidays);

39.3.4 Each day shall stand alone (i.e. overtime shall be treated on a daily basis and shall be non-cumulative);

39.3.5 Overtime shall be calculated to the nearest 15 minutes.

39.4 **Time off in lieu of overtime**

39.4.1 An employee may elect to take time off in lieu of overtime provided:

   (a) any such agreement is in writing;

   (b) the time off shall be calculated at the overtime equivalent;

   (c) the employee shall be entitled to a fresh choice of payment or time off on each occasion overtime is worked;

   (d) time off must be taken within one calendar month of the working of the overtime, or shall be paid out unless alternative arrangements are agreed in writing.

39.4.2 **Time in lieu taken before overtime is worked**

   (a) An employee shall only be granted time off in lieu of overtime prior to the actual working of overtime in circumstances where there is a clear expectation that overtime will be worked at a specific time.

   (b) Where such overtime is not then worked the employee shall work overtime at a mutually agreed time.

39.5 **10 hour break after the cessation of overtime**

If on the instruction of Myer Grace Bros an employee recommences duties after the completion of overtime without 10 consecutive hours off duty then all hours worked until such time as a 10 hour break is taken shall be paid for at overtime rates.

40 **OVERTIME MEAL ALLOWANCE**

40.1 An employee required to work overtime for 1 hour or more without having been provided 24 hours notice of such overtime shall be paid a meal allowance as per the following:

<table>
<thead>
<tr>
<th>First pay period on or after 1/10/2001</th>
<th>First pay period on or after 1/10/2002</th>
<th>First pay period on or after 1/10/2003</th>
</tr>
</thead>
<tbody>
<tr>
<td>$8.60</td>
<td>$8.85</td>
<td>$9.20</td>
</tr>
</tbody>
</table>

40.2 The overtime meal allowance shall not be paid during periods of absence, such as annual leave, sick leave, compassionate leave, jury service, trade union training leave or family/carer’s leave.

41 **MEAL BREAKS**
41.1 An employee who works more than 5 ordinary hours on any day shall be entitled to an unpaid meal break of between 45 minutes and 1 hour duration. Provided that where agreement exists between the employee and Myer Grace Bros a meal break of 30 minutes may apply.

41.2 An employee shall not work more than 5 hours without a meal break

42 REST PERIODS

42.1 An employee in Victoria, Tasmania, or Queensland, who works 4 hours or more on any day, shall be allowed a 10 minute rest period.

42.2 An employee in NSW, ACT, SA or WA who works more than 4 hours on any day shall be allowed a 10 minute rest period.

42.3 An additional 10 minute rest period shall be provided when:

(a) An employee works 7 hours or more in Victoria or Tasmania;

(b) An employee works 7.6 hours or more in Queensland;

(c) An employee works 8 hours or more in NSW, ACT, SA or WA.

Myer Grace Bros will fulfil its obligation to ensure that all employees are aware of their entitlement to two 10 minute rest periods.

42.4 An employee in NSW, ACT, SA and WA who is entitled to a second rest period pursuant to 42.3 may, after the first 3 months of employment, elect to combine their two 10 minute rest periods and be allowed one break of 20 minutes subject to the following conditions:

(a) The one combined break shall only be taken in the longer working period prior to or after the meal break (long half of the day);

(b) Any decisions to combine the rest periods shall be at the sole discretion of the employee only;

(c) An employee who elects to take one 20 minute rest period may change the election to two 10 minute rest periods at any time;

(d) In the event of a dispute arising from the operation of this subclause it shall be dealt with in accordance with the provision of Clause 12 (Grievance Procedure).

42.5 No rest period shall be given or taken within 1 hour of the employee’s commencing or ceasing time or within 1 hour before or after any meal break.
PART 6 - LEAVE AND PUBLIC HOLIDAYS

43  ANNUAL LEAVE

43.1  Period of leave - full-time employees

All full-time employees will, at the end of each year of continuous service, be entitled to 4 weeks or 152 hours paid annual leave.

43.2  Period of leave - part-time employees

43.2.1  Part-time employees will be entitled to annual leave on a pro rata basis.

43.2.2  Where the number of rostered hours worked vary throughout the course of the year, entitlements to annual leave shall be calculated upon the average number of rostered hours worked during the year.

43.3  Continuous service

Annual leave accruals are suspended when continuous service (as per Clause 7 (Definitions), subclause 7.6) is not maintained.

43.4  Annual leave loading

43.4.1  All fully accrued annual leave will carry an annual leave loading of 17.5%.

43.4.2  An employee proceeding on annual leave shall be paid for each hour of leave at their ordinary hourly rate plus the applicable annual leave loading.

43.5  Taking leave

43.5.1  Accrued annual leave will be taken at times mutually agreed between the employee and Myer Grace Bros.

43.5.2  Annual leave shall be given and taken within 12 months of falling due and under no circumstances shall an employee forfeit their annual leave entitlement.

43.5.3  Annual leave shall be taken by mutual agreement between Myer Grace Bros and the employee in not more than 2 separate periods. Where there is no agreement annual leave shall be taken in one period of 4 weeks.

43.5.4  An employee may take annual leave as single days up to a maximum of 5 days in any anniversary year. Single days can be combined to allow for an employee to take up to 5 single days consecutively.

43.5.5  By written request to Myer Grace Bros, an employee may take their leave in periods other than those provided for in 43.5.3 and 43.5.4 above, provided their request is able to be accommodated within the operational needs of Myer Grace Bros.

43.5.6  Where mutually agreed pro rata annual leave may be taken in advance.
43.5.7 Unless otherwise agreed, Myer Grace Bros may, with a minimum of 4 weeks’ notice, direct an employee to take fully accrued leave of up to and including 152 hours.

43.6 Payment savings

43.6.1 For periods of leave of 1 week or more, an employee shall receive payment for the period of absence including leave loading and any outstanding wages prior to commencing leave.

43.6.2 An employee may elect in writing not to receive this payment in advance and receive it progressively on their normal pay day(s) during the period of leave.

43.6.3 For periods of leave less than 1 week, the employee shall receive payment with their fortnightly wages on the normal pay day.

43.7 Public holidays and annual leave

Where any public holiday prescribed in Clause 44 (Public Holidays) falls within the period of an employee's annual leave, that period of leave shall be increased by one day for each such public holiday where the employee would have been ordinarily entitled to the public holiday.

43.8 Payment of annual leave on termination

When the employment of an employee terminates, they shall be paid any accrued annual leave not taken on the basis of:

43.8.1 Payment for leave entitlements accrued from previous anniversary years based upon ordinary time earnings, plus 17.5% leave loading.

43.8.2 Payment for pro rata leave entitlements accrued from the last anniversary date, calculated on the basis of 1/12th of the ordinary time earnings for that period, excluding 17.5% leave loading.

43.8.3 Where an employee has been granted leave in advance of any entitlement and subsequently terminates their employment prior to accruing the appropriate leave, Myer Grace Bros may deduct monies equivalent to such leave from any payment made to the employee on termination.

43.9 Sick Leave while on Annual Leave

43.9.1 Where an employee suffers a serious incapacitating illness or injury for 5 days or more during annual leave, annual leave will be re-credited for the period of the illness or injury upon the employee producing a certificate from a registered medical practitioner confirming the period and nature of illness or injury.

43.9.2 Myer Grace Bros is entitled to deduct the value of any annual leave loading paid for any period of leave which is re-credited, in accordance with this clause, from the employee’s fortnightly earnings.
44 PUBLIC HOLIDAYS

44.1 General public holidays

All permanent full-time and part-time employees will be granted the following holidays without deduction of pay:

- New Year’s Day
- Australia Day
- Labour Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen’s Birthday
- Christmas Day
- Boxing Day (Proclamation Day in SA)

44.2 State and Territory public holidays

The following days shall be taken in addition to the days named above, or in lieu of where stated:

- Victoria in addition, Melbourne Cup Day
- Western Australia in addition, Foundation Day
- South Australia in addition, the third Monday in May (Adelaide Cup)
- Tasmania in lieu of Easter Saturday, Show Day and in addition Hobart Regatta Day (south of Oatlands) or Recreation Day (where Hobart Regatta Day is not observed)
- New South Wales in addition, Picnic Day shall be on the first Tuesday of November in any year, or on any other day agreed to by the Union
- Australian Capital Territory in addition, Union Picnic Day with such day to be observed on the first Monday of March in each year and Canberra Day
- Queensland in addition Exhibition Day or the local regional show day

44.3 Additional public holidays

Permanent employees shall be entitled without loss of pay to an additional public holiday in a State or Territory or locality within a State or Territory when such public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or Territory or a locality.
Provided that by agreement between Myer Grace Bros and the Union, the relevant day may be celebrated on an agreed date in a State or Territory.

44.4 Substitute days

44.4.1 For all purposes of the Agreement, if any other day be by Act of Parliament, Proclamation, or Gazette, by the Commonwealth, State or Territory Government, substituted for any of the above-named holidays the provisions of this clause relating to such holiday shall apply only to the day so substituted provided that if no substituted day be decreed by Act of Parliament or Proclamation the following shall occur:

(a) Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;

(b) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;

(c) Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day;

(d) Where Australia Day falls on a Saturday or on a Sunday, the following Monday shall be observed as Australia Day.

Where such days are substituted, the relevant Saturday and/or Sunday or other day shall be deemed not to be a holiday.

44.4.2 Where a store opens for trade on an actual Public Holiday which has had the substitution provision of this clause applied, the following shall apply:

(a) if an employee is ordinarily rostered to work on the actual Public Holiday and the substituted day, then that employee shall elect which day is to be their Public Holiday and shall receive the standard public holiday benefits described in this clause. The other day shall then be a normal rostered day, subject to 44.5.

(b) if an employee is rostered to work on the actual Public Holiday and not the substituted day, the employee shall receive the standard public holiday benefits on the actual day and not on the substitute day.

(c) if an employee is rostered to work on the substituted day and not the actual Public Holiday, the employee shall receive the standard public holiday benefits on the substituted day.

Where a choice is required, employees shall be asked to advise Myer Grace Bros at least 2 weeks prior to the holiday of their chosen Public Holiday.

44.5 Christmas Day Loading Where Substitution Occurs

In the case of Christmas Day where substitution occurs, work on 25 December shall attract an additional loading of half a normal day’s wage for a full day’s work in addition to the
Saturday/Sunday rate and the employee shall also be entitled to the benefits of the substituted Public Holiday.

44.6 Absences from work

An employee absent without leave on the day before or the day after any public holiday shall forfeit wages for the day of the absence as well as for the public holiday. Where Myer Grace Bros is satisfied that the employee's absence was caused through illness or other reason, wages shall not be forfeited for the holiday. Provided that an employee absent either before or after a group of holidays, shall forfeit wages for only one public holiday as well as the period of absence.

44.7 Work on a public holiday

44.7.1 All work on a public holiday is voluntary.

44.7.2 Where a public holiday falls on a day on which an employee would otherwise be rostered to work, the employee may elect to work on the public holiday at a penalty rate of an additional 150% for those hours worked which would otherwise have been normal rostered hours and/or 250% for any overtime hours worked. Provided that the minimum payment on any public holiday shall be 3 hours at the appropriate penalty rate.

44.7.3 Where a public holiday falls on a day an employee is not rostered to work and the employee elects to work on that day, the employee shall be paid at a rate of 250% with a minimum payment as for 3 hours worked. Such payment shall be in addition to the entitlement pursuant to 44.8.

44.7.4 Where a public holiday falls on a day on which an employee would otherwise be rostered to work and the employee does not work, he/she shall be entitled to the day off without loss of pay.

44.7.5 All casual employees working on public holidays shall be paid a rate of 250% of the ordinary hourly rate with a minimum payment for 3 hours worked.

44.8 Non-working days

44.8.1 A full-time employee whose non-working day falls on a public holiday shall receive by mutual agreement either:

(a) another day off with pay to be taken within one calendar month of the holiday or during the week prior to the holiday; or

(b) the addition of an equivalent day's pay; or

(c) one extra day added to annual leave, excluding 17.5% annual leave loading, as provided for in Clause 43 (Annual Leave), subclause 43.4.

44.8.2 A part-time employee shall be entitled to:

(a) the provisions of 44.8.1 (a), (b), and (c) above where the employee works an alternating roster and the public holiday falls on a day on which the employee works, or occasionally works, as part of their roster cycle; or
(b) the provisions of 44.8.1 (a), (b), and (c) above, where the employee is rostered to work 20 starts over a 4 week cycle, and their non-working day falls on a Public Holiday.

For the purpose of this subclause "day" shall mean the averaged number of daily hours worked by the employee in the roster cycle immediately prior to the day on which the holiday falls.

44.9 Easter Sunday

44.9.1 Work on Easter Sunday shall be voluntary for full-time and part-time employees. Employees not wanting to work on this day shall be rostered to work their hours at some other time during the 2 or 4 week roster cycle and shall be paid the appropriate ordinary rate of pay.

44.9.2 Employees shall give Myer Grace Bros at least 2 weeks notice if they do not wish to work on Easter Sunday.

44.10 Work on certain evenings

44.10.1 Work after 6:00pm on Christmas Eve, New Year's Eve, or the Thursday before Good Friday, will be subject to the following provision:

(a) Myer Grace Bros shall post the roster for these times at least 14 days in advance. The roster will indicate the employees required to work their normal roster beyond 6:00pm.

(b) Employees not wishing to work beyond 6:00pm shall advise Myer Grace Bros within 7 days of the roster being posted.

(c) Myer Grace Bros shall then seek volunteer replacements. If insufficient volunteers are obtained then Myer Grace Bros shall have the right to direct the working of an employee’s normal roster so that a reasonable staffing level is reached.

45 SICK LEAVE

45.1 Period of leave and eligibility

45.1.1 A full-time employee shall be entitled to 38 hours sick leave in their first year of employment and 61 hours at the commencement of each year of service thereafter.

45.1.2 From commencement of employment sick leave shall accrue at a rate of 6 hours 20 minutes per month during the first 6 months of employment, until the first year entitlement of 38 hours is fully accrued.

45.1.3 Part-time employees shall receive sick leave entitlements on a pro rata basis.

45.1.4 Where an employee is absent on sick leave during their first 6 months of employment and they are not paid sick leave due to an inadequate accrual, such payment shall be made for authorised sick leave once the sick leave has accrued.
45.1.5 Unused sick leave shall accrue from year to year.

45.2 Proof of absence

45.2.1 Absences not requiring proof

An employee may take up to 3 single days in each anniversary year without the need to provide proof of absence.

45.2.2 Absences requiring proof

(a) For absences in excess of 3 single days or absences of 2 or 3 consecutive days, an employee shall furnish to Myer Grace Bros such evidence as Myer Grace Bros reasonably may desire, that the employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.

(b) Sick leave exceeding 3 consecutive rostered working days will require a medical certificate issued by a duly credited medical practitioner.

(c) Myer Grace Bros may require satisfactory proof of illness for absence, which is continuous with other forms of leave (including public holidays).

45.3 Notice required

45.3.1 The employee, wherever practicable, shall notify their manager prior to the commencement of their shift of their inability to attend for duty and, as far as possible, the nature of the illness or injury and the estimated duration of the absence.

45.3.2 The employee shall also provide Myer Grace Bros with regular updates as the circumstances of the illness or injury change.

45.4 Sick leave and pre natal medical appointments

An employee who is pregnant may access sick leave for the purpose of attending medical appointments associated with the pregnancy. For the provisions relating to pre natal leave, refer to Clause 47 (Pre Natal Leave).

45.5 Sick leave and worker’s compensation

An employee is, wherever practicable, not entitled to paid sick leave for any period in respect of which they are entitled to worker's compensation.

45.6 Sick leave and annual leave

For the provisions relating to illness or injury whilst on annual leave, refer to Clause 43 (Annual Leave).

45.7 Payroll processing

Sick Leave taken and approved will be deducted from the employee's accrued entitlement.

45.8 Payment savings
An employee paid sick leave will be paid for each hour of leave at their ordinary hourly rate.

46 FAMILY/CARER’S LEAVE

46.1 Period of leave and eligibility

46.1.1 A full-time or part-time employee who cannot attend work as rostered due to the need to provide care and/or support to members of the employee’s immediate family, will be granted up to 22.8 hours (pro rata for part-time employees) paid family/carer’s leave each anniversary year.

46.1.2 Entitlement to family/carer’s leave is on the basis that the employee seeking family/carer’s leave is the most suitable person, in the circumstances, to provide such care and/or support.

46.1.3 For the purposes of this clause, immediate family member shall include spouse (including a de facto spouse), child (including foster child), parent, grandparent, grandchild or sibling of the employee.

46.1.4 Family/carer’s leave for each anniversary year will stand-alone and will not be cumulative.

46.2 Notice required

46.2.1 Wherever practicable, the employee will provide Myer Grace Bros reasonable notice of their intention to take leave, a satisfactory explanation of the reason for the leave and their estimated length of absence.

46.2.2 If it is not practicable for the employee to give prior notice of absence, the employee will notify Myer Grace Bros by telephone of such absence at the first opportunity on the day of absence.

46.3 Proof of absence

Reasonable proof of absence may be required by Myer Grace Bros to grant payment for family/carer’s leave.

46.4 Access to sick leave

An employee may access accrued sick leave to a maximum of 2 days for the purposes of family/carer’s leave when the family/carer’s leave entitlement above is exhausted.

46.5 Other Leave

Myer Grace Bros will co-operate with employees to allow for non-attendance at work relating to matters that do not constitute paid family/carer’s leave.
47 PRENATAL LEAVE

47.1 Period of leave and eligibility

47.1.1 Pregnant employees

A full-time or part-time employee who is pregnant may access sick leave or family/carer’s leave for the purpose of attending medical appointments associated with the pregnancy.

47.1.2 Employees whose partner is pregnant

A full-time or part-time employee may access family/carer’s leave for the purpose of attending medical appointments with their pregnant partner.

47.2 Proof of absence

Proof of attendance may be required to be provided to Myer Grace Bros, as per the relevant leave provisions (i.e. Clause 45 (Sick Leave), subclause 45.2 or Clause 46 (Family/Carer’s Leave), subclause 46.3).

47.3 Notice required

47.3.1 Where possible employees should arrange appointments as close as possible to the beginning or ending of their ordinary working hours.

47.3.2 The employee is to provide reasonable notice to Myer Grace Bros of their requirement to take pre natal leave.

47.3.3 Sick leave or family/carer’s leave will be deducted from the employee’s accrued entitlement based on the actual time taken to attend each appointment.

48 PARENTAL LEAVE

Parental leave (unpaid maternity, paternity or adoption leave) shall apply to full-time, part-time and eligible casual employees with 12 months’ continuous service in accordance with Appendix F (Parental Leave) of this Agreement.

49 LONG SERVICE LEAVE

49.1 All employees employed under this Agreement shall be entitled to receive long service leave in accordance with the relevant State or Territory legislation.

49.2 Western Australia

Provided that in the case of Western Australia employees the long service leave provisions published in Volume 59 of the Western Australian Industrial Gazette of pages 1 to 6 inclusive are hereby incorporated in and shall be deemed to be part of this Agreement.
50 LEAVE OF ABSENCE

50.1 Period of leave and eligibility

50.1.1 Subject to approval, a full-time or part-time employee with more than 1 year of continuous service (with the exception of 50.3.1(d) below), may take a period of authorised unpaid leave of absence provided:

(a) the maximum period of absence on any one occasion does not exceed 3 months;

(b) all outstanding paid leave entitlements the employee is eligible to apply for, are taken prior to the period of absence;

(c) leave of absence (with the exception of 50.3.1(d) below) will not be granted during the months of December or January or during the 2 weeks of the stocktake sale or the stocktake (scancount) periods.

50.2 Continuity of service

50.2.1 Such absence shall not break continuity of service for the employee concerned.

50.2.2 Where an employee takes approved leave of absence, all entitlements to leave are frozen from the date of commencement until the date of return from such leave.

50.3 Reasons for leave of absence

50.3.1 For the purpose of this clause, leave of absence, whilst not exhaustive, may include:

(a) an employee who is studying and requires time to attend to exams or participate in annual school holidays;

(b) an employee who wishes to travel overseas or interstate for an extended period;

(c) an employee who requires time off to care for a sick or injured close relative;

(d) an employee who is unable to take parental leave due to having less than 12 months’ continuous service.

50.4 By agreement, any of the above conditions may be waived.
51 BEREAVEMENT LEAVE

51.1 Period of leave and eligibility

51.1.1 A full-time or part-time employee will be entitled to:

(a) A maximum of 5 days’ paid leave on each occasion the employee is absent from work due to the death of the employee's spouse (including de facto spouse) or child (including foster child and step child+).

(b) A maximum of 3 days’ paid leave on each occasion the employee is absent from work due to the death of the employee’s father, mother, brother, sister, brother in law, sister in law, step parents, parents in law, grandparents, grandparents in law, grandchildren, foster parents, uncle, aunt, niece, nephew, or spouse from whom the employee is separated.

(c) Paid leave of up to 1 day per year may be made available by agreement between an employee and Myer Grace Bros to attend a funeral for other relatives or close personal friends which shall not be unreasonably refused.

(d) Interstate or overseas

In the event of the funeral being interstate or overseas in respect of (a) or (b) above only, paid leave shall be extended an additional 2 days. This provision would not apply where the distance between where the employee lives and the location of the funeral interstate takes less than 2 hours by car to travel.

51.2 Access to sick leave

Sick leave entitlements are available if bereavement leave is exhausted and the employee is still unable to attend work.

51.3 Entitlement to bereavement leave whilst on leave

There shall be no entitlement to bereavement leave if the period of bereavement leave coincides with any other period of leave.

51.4 Proof of attendance

Reasonable proof of death may be required by Myer Grace Bros to grant payment for bereavement leave.

52 BLOOD DONOR LEAVE

52.1 Period of leave and eligibility

For the purpose of donating blood, a full-time or part-time employee is entitled to paid leave of up to 2 hours on any one occasion up to a maximum of 4 separate occasions each anniversary year.
52.2 Notice Required

Employees are to arrange for their absence to be on a day suitable to Myer Grace Bros and be as close as possible to the end of their ordinary working hours.

Employees are to notify Myer Grace Bros as soon as possible of the time and date upon which they are requesting to be absent for the purpose of donating blood.

52.3 Proof of attendance

Proof of the attendance of the employee at a recognised place for the purpose of donating blood and the duration of such attendance is to be provided to the satisfaction of Myer Grace Bros.

53 BONE MARROW DONOR LEAVE

53.1 Period of leave and eligibility

53.1.1 A full-time or part-time employee who is absent during ordinary working hours for the purpose of donating bone marrow, or for the purpose of undertaking a blood test as part of the process of becoming a registered bone marrow donor, is entitled to paid leave up to a maximum of:

(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

(b) 3 days on any occasion that a bone marrow donation is given.

53.2 Notice required

53.2.1 In relation to blood testing, the employee will notify Myer Grace Bros as soon as possible of the time and date upon which they are requesting to be absent.

53.2.2 In relation to bone marrow donations, the employee must provide Myer Grace Bros with as much notice as is possible of the requested bone marrow donation.

53.2.3 In relation to blood testing as part of the process of becoming a registered bone marrow donor, the employee must arrange for their absence from work to be on a day suitable to Myer Grace Bros. The absence must be as close as possible to the beginning or ending of the employee’s ordinary working hours.

53.2.4 So far as is possible, the employee must make arrangements for a bone marrow donation so as to minimise their absence from work.

53.3 Proof of attendance

Proof of attendance of the employee at both blood test or bone marrow donation and the duration of respectively the blood test or the bone marrow donation must be provided to Myer Grace Bros.
54 JURY SERVICE

54.1 Entitlement

54.1.1 A full-time or part-time employee required to attend for jury service will be reimbursed by Myer Grace Bros an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages the employee would have received in respect of the time which would have been worked had the employee not been on jury service.

54.1.2 While on jury service, an employee will not be required to attend work until the completion of the jury service.

54.1.3 An employee on a roster including weekend work, shall be given time off without loss of pay so that the combination of consecutive jury and work days does not exceed 5 days per week.

54.2 Notice and proof of attendance

An employee shall notify their manager as soon as possible of the date upon which attendance for jury service is required. Further, the employee will give Myer Grace Bros proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

54.3 Crediting of annual leave or rostered day off

An employee required to attend for jury service during a period of annual leave will, on producing satisfactory evidence of attendance, be credited with annual leave for the period for which jury service was attended.

An employee required to attend jury service on their RDO shall be credited with another RDO upon production of satisfactory evidence of attendance.

55 DEFENCE FORCE SERVICE LEAVE

55.1 Entitlement

55.1.1 A full-time or part-time employee will be entitled to leave of up to a maximum of 2 weeks per calendar year to attend Defence Forces Reserve approved training camps.

55.1.2 During such leave, employees who are required to attend full-time training will be paid an amount equal to the difference between the payment received in respect of their attendance at camp and the amount of ordinary time earnings they would have received for working ordinary time during that period.

55.2 Notice required

Employees seeking to take Defence Force Services Leave must provide notice to Myer Grace Bros at least one month prior to the period of training. The notice should detail the start and finish dates for training.
55.3 Proof of attendance

To receive payment, an employee shall provide Myer Grace Bros proof of attendance and proof of Defence Forces Reserve rate of pay and total payment received for the time spent in training.

56 EMERGENCY SERVICES LEAVE

56.1 Entitlement

56.1.1 A full-time or part-time employee, involved in recognised voluntary services including SES and fire fighting shall be entitled to paid time off to attend to emergency situations which may affect the community as a whole.

56.1.2 Paid time off for attendance at emergencies in the local area shall not be unreasonably restricted nor accessed, and shall be limited to a maximum of 3 days per situation.

56.1.3 Paid time off for attendance to emergencies that are not local shall be limited to a maximum of 2 days per annum, but may be increased, and depending on the nature of the emergency (e.g. major bush fire) subject to Myer Grace Bros’ approval.

56.1.4 It shall be the responsibility of the employee to keep Myer Grace Bros informed about the time off needed to attend to emergency duties.

56.2 Proof of attendance

To receive payment, an employee shall provide Myer Grace Bros proof of attendance at the emergency situation.

57 NATURAL DISASTER LEAVE

Where a “yellow alert” is announced for cyclones or where flooding or bush fires pose a genuine threat to an employee’s property or creates a need for an employee to care for their children, employees will be permitted to leave work. Time away from work is unpaid.

58 TRADE UNION TRAINING LEAVE

58.1 Application

A Union delegate shall upon application in writing by the Union be granted up to 5 days leave with pay each calendar year, non cumulative, to attend courses conducted or approved by the Australian Trade Union Training Inc., or the Union which are designed to promote good industrial relations and industrial efficiency.

As far as possible the courses to be attended shall be those most suited to the industrial situation pertaining to the retail industry.
58.2 Granting of Leave

Leave shall be granted by Myer Grace Bros on the dates notified by the Union but shall be subject to the employee or the Union giving not less than 28 days notice of the intention to attend such course or such lesser period as may be agreed between Myer Grace Bros, the Union and the employee concerned.

Provided that Myer Grace Bros shall have no obligation to provide such leave during the following periods:

- the month of December;
- the first 2 weeks of January;
- the week containing Good Friday;
- the 2 weeks of the Midyear Sale;
- the 2 weeks of the October Sale.

58.3 In the event that a rostered day off falls within a period of leave granted pursuant to this clause, the day off will be transferred to another week.

58.4 Leave of absence granted pursuant to this clause will count as service for all purposes of the Agreement.

58.5 Proof of attendance

On completion of the course the employee shall, upon request, provide satisfactory proof to Myer Grace Bros of his or her attendance at the course.

58.6 Payment for period of leave

An employee on paid Trade Union Training Leave shall receive payment in accordance with the roster they would normally have worked had they not been on Trade Union Training Leave.
PART 7 – TRANSFERS AND TRAVEL

59 TRAVELLING EXPENSES

59.1 Where an employee is temporarily transferred from one store to another, they will be entitled to the following:

59.1.1 Any additional fare costs for using public transport; or

59.1.2 Any additional costs for private mileage, calculated on the basis of:

<table>
<thead>
<tr>
<th>Vehicle</th>
<th>First pay period on or after 1/10/2001</th>
<th>First pay period on or after 1/10/2002</th>
<th>First pay period on or after 1/10/2003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 2000 cc</td>
<td>48 cents per km</td>
<td>49 cents per km</td>
<td>51 cents per km</td>
</tr>
<tr>
<td>Up to 2000 cc</td>
<td>44 cents per km</td>
<td>45 cents per km</td>
<td>47 cents per km</td>
</tr>
</tbody>
</table>

59.1.3 Payment of additional travelling time at the ordinary time earnings rate except on Sundays and Public Holidays when payment shall be at time and a half.

Provided that such payments shall cease when the employee has been permanently transferred to the store.

59.2 This clause will not apply when an employee requests to work at an alternate site whether such a transfer is temporary or permanent.

59.3 Where an employee agrees to use their private vehicle on Company business the allowances detailed in 59.1.2 above shall apply.

60 SAFE TRANSPORT HOME

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, and they are unable to obtain their regular form of transport home, Myer Grace Bros shall arrange at its own cost, an alternative safe form of transport for the employee.
PART 8 - OCCUPATIONAL HEALTH AND SAFETY AND RELATED MATTERS

61 OCCUPATIONAL HEALTH & SAFETY

61.1 Goal

Myer Grace Bros, its employees, and the Union are committed to achieving and maintaining healthy and safe working conditions in all Myer Grace Bros workplaces. This can be best achieved by developing a comprehensive approach to managing health and safety with the involvement of management, employees, their elected Occupational Health and Safety Representatives and the Union as appropriate.

The aim is to:

- control workplace hazards at their source;
- reduce the incidence and costs of occupational injury and disease; and
- provide an occupational rehabilitation system for employees affected by occupational injury or illness.

61.2 Specific Objectives

61.2.1 Consultation

To ensure the effective elimination, minimisation and management of risks to health and, safety in the workplace, the following consultative mechanisms shall need to be maintained:

(a) the election of Health and Safety Representatives in accordance with relevant legislative requirements;
(b) an Occupational Health & Safety committee with at least equal management and employee representatives;
(c) consultative procedures for the resolution of occupational health and safety issues; and
(d) a 6 monthly meeting shall be held by the National Secretary of the Union, and the General Manager Human Resources of Myer Grace Bros, or their authorised representatives, to discuss national or state wide issues in the workplace which affect health and safety.

61.2.2 Occupational Health and Safety Training

Myer Grace Bros and the Union are committed to enabling all employees to receive appropriate Occupational Health and Safety training. Occupational Health and Safety representatives shall be given paid leave to attend appropriate Occupational Health and Safety training courses as stipulated in state legislation, and/or as approved by Myer Grace Bros and the Union.

(a) Where an issue arises regarding attendance at training programs, this shall be resolved by taking the matter through the Grievance Procedure in Clause 12 (Grievance Procedure).
(b) Myer Grace Bros will provide induction and on the job training to all employees on Myer Grace Bros’ Occupational Health and Safety Policy, particular hazards associated with the job, control measures applicable to these hazards and procedures for reporting and preventing hazards in the workplace.

61.2.3 **Workplace Change**

Where any proposed changes to the environment, equipment, substances or work practices which may reasonably be expected to affect employee health and safety, Myer Grace Bros will, as appropriate, consult with:

- the employees concerned;
- the health and safety representatives of the employees concerned; and
- any health and safety committee established in the workplace, to identify and resolve potential health and safety problems.

Change will not occur until identified risks are controlled.

(a) Where the issue is beyond store control and/or affects stores on a state wide or national basis, these matters will be managed at a national or state level, rather than store specific, in the form of a pilot or trial. The Union will also be notified. National implementation of changes will not occur until identified risks are controlled.

(b) As far as practicable consideration will be given to the health and safety implications of store design and purchasing of equipment.

(c) As soon as practicable after a decision is made to renovate a store, Myer Grace Bros will notify as appropriate:

- the workplace Occupational Health and Safety Committee;
- the Occupational Health and Safety Representative;
- the employees affected; and
- the appropriate branch of the Union.

(d) Myer Grace Bros will take appropriate action to minimise or where possible eliminate any risks to employee health and safety during renovations. Employees will co-operate with Myer Grace Bros’ directions during renovations to minimise risks within the workplace.

(e) Where an issue or disagreement arises regarding the renovations, such issue or disagreement will be resolved by taking the matter through the Grievance Procedure Clause 12 (Grievance Procedure).

61.2.4 **Risk Identification, Assessment and Control**

Myer Grace Bros will take all practicable steps to ensure all hazards likely to cause injury are identified and assessed. Myer Grace Bros will do this through store hazard inspections, accident investigations, state based and national collection and analysis of accident statistics.
(a) All employees must follow safe work practices and take all practicable steps to identify and report hazards to management.

(b) The hazards identified will be assessed and controlled in consultation as appropriate with:

- the employees concerned;
- any health and safety representatives for the employees concerned; and
- any health and safety committee established in the workplace.

(c) Where the issue is beyond store control and/or affects stores on a statewide or national basis, the risk assessment process will be co-ordinated by Myer Grace Bros’ National Office with input sought from employees, and where appropriate the Union, to formulate and implement agreed control measures.

61.2.5 **Occupational Rehabilitation**

Myer Grace Bros will maintain a process for the occupational rehabilitation of employees affected by occupational injury and illness which aims to return these employees to their pre-injury status.

(a) Occupational Rehabilitation incorporates medical treatment and a multi-disciplinary range of skills necessary in the management of an injury or illness. This process will include early intervention with appropriate, adequate and timely services based on needs assessed by the treating doctor, other health professionals and/or Rehabilitation Coordinator as agreed with the employee.

(b) The process will be managed in a consultative framework including the injured employee, treating doctor, Myer Grace Bros, the rehabilitation provider, where appropriate, and as requested by the employee or the Union.

61.3 **Application of State Laws**

Nothing in this clause must operate to remove, lessen, diminish or otherwise effect in any way whatsoever:

61.3.1 the obligations and duties of Myer Grace Bros, it’s employees or the Union, under any applicable law relating to workplace health and safety; or

61.3.2 the rights and duties of any persons or authority who has any power relating to the monitoring, implementation, inspection, enforcement or prosecution of any matter arising under such laws; or

61.3.3 the operation and application of such laws.

62 **PROTECTIVE CLOTHING**

62.1 Where the work performed by an employee is of a dirty, wet or obnoxious nature, suitable protective clothing and/or footwear shall be supplied and as necessary, laundered by Myer Grace Bros.
62.2 Where work involves exposure to potential hazard(s) then a risk assessment shall be conducted to determine appropriate hazard control options. The hierarchy of controls will be used to determine the control options. Personal protective equipment, which may include safety footwear, gloves etc. will be provided where determined as an appropriate control option by the risk assessment.

62.3 Where there is disagreement in relation to 62.1 or 62.2 above, the matter shall be dealt with in accordance with Clause 12 (Grievance Procedure).

63 ACCIDENT PAY IN RESPECT OF EMPLOYEES IN VICTORIA

63.1 If following an injury an employee receives compensation under the applicable State legislation, then that compensation payment shall be increased by Myer Grace Bros to the amount of the usual weekly rate for the average rostered hours worked by the employee at the time of the accident. This payment made by Myer Grace Bros will be limited to a maximum of 39 weeks.

63.2 The provisions of this clause shall not apply in respect of any injury during the first 7 consecutive days (including non-working days) of incapacity.

64 FIRST AID

64.1 Myer Grace Bros will provide and continuously maintain adequate first aid kits for use of employees in all locations. A qualified employee, appointed to act as a First Aid Attendant, will be paid a weekly allowance as per the following:

<table>
<thead>
<tr>
<th>First pay period on or after 1/10/2001</th>
<th>First pay period on or after 1/10/2002</th>
<th>First pay period on or after 1/10/2003</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly</td>
<td>Weekly</td>
<td>Weekly</td>
</tr>
<tr>
<td>$7.55</td>
<td>$7.80</td>
<td>$8.10</td>
</tr>
<tr>
<td>Daily</td>
<td>Daily</td>
<td>Daily</td>
</tr>
<tr>
<td>$1.55</td>
<td>$1.60</td>
<td>$1.65</td>
</tr>
</tbody>
</table>

64.2 The allowance specified in 64.1 shall not be paid during periods of absence, such as annual leave, sick leave, compassionate leave, jury service, trade union training leave or family/carer’s leave.

64.3 First Aid Training

64.3.1 Training Costs

An employee who is appointed as a First Aid Attendant by Myer Grace Bros and who is directed to attend first aid training, shall have the cost of their training paid by Myer Grace Bros.
64.3.2 Training Time

Where possible, such training will be done during an employee’s rostered hours. Where it is not possible for the training to be conducted during normal rostered hours the employee will receive either:

(a) payment at the ordinary hourly rate; or

(b) time off in lieu at the ordinary time rate of pay.

64.3.3 Attendance at a training session will not constitute an additional ‘start’ for the purposes of this Agreement.

65 LOCKERS

Where practicable, Myer Grace Bros shall provide locker accommodation for each employee. Lockers, where provided, shall be maintained in good working order. Any dispute as to the practicability of providing the locker accommodation shall be dealt with in accordance with Clause 12 (Grievance Procedure).

66 DINING ACCOMMODATION

Where practical, Myer Grace Bros shall provide at reasonable locations a room(s) containing adequate seating accommodation with a sufficient supply of hot water to allow employees to partake of meals during their meal break. Any dispute as to the practicability of providing such accommodation shall be dealt with in accordance with Clause 12 (Grievance Procedure).
PART 9 LOSS PREVENTION OFFICERS – SPECIAL PROVISIONS

67 LOSS PREVENTION OFFICERS – SPECIAL PROVISIONS

67.1 On call allowance

Loss Prevention Officers who are required to be ‘on call’ and be available to attend call-outs will be paid an allowance of $25 for each 7 day period they are on call (pro rata on a daily basis for periods of less than 7 days).

67.2 Call Out

An employee called out (where that employee has finished duties on any day) and required to return to the workplace to respond to alarms (or similar) will be paid for a minimum of 3 hours (at the appropriate overtime rate of pay), provided that the reason for the call-out has not arisen as a result of negligence of the employee.

67.3 Dress Code

Where the employee is directed by Myer Grace Bros to wear a uniform which is defined with security/loss prevention identification (patches), displayed on upper shirt sleeves and jacket breasts, Myer Grace Bros will supply the uniform and the uniform will be laundered by the employee at the employee's expense.

67.4 Hepatitis B

All Myer Grace Bros Loss Prevention officers will undertake regular vaccinations for Hepatitis B and other necessary inoculations as required. Employees are required to undertake regular testing to ensure immunisation against Hepatitis B is maintained. The organising of and expense for all such testing will be met by Myer Grace Bros.

67.5 First Aid Training

Myer Grace Bros wishes Loss Prevention Officers to have recognised First Aid Certification. Where an employee agrees to undertake training, Myer Grace Bros will be responsible for facilitating such training in normal working hours. Such training will be at Myer Grace Bros' expense. The allowance in Clause 64 (First Aid) will be payable to an employee with a recognised First Aid Certificate.

67.6 Licensing

Where Loss Prevention Officers are required to be licensed, Myer Grace Bros will meet the license fee and/or renewal fee.

67.7 Protective Equipment

Where protective equipment is required during the course of duties, it will be provided by Myer Grace Bros.
PART 10 - AGREEMENT COMPLIANCE AND UNION RELATED MATTERS

68 UNION RECOGNITION AND MEMBERSHIP

68.1 For the duration of this Agreement, Myer Grace Bros recognises the Shop, Distributive and Allied Employees' Association as being the Union that shall have representation of all employees covered by this Agreement. This representation shall extend to all terms and conditions of this Agreement.

68.2 For the duration of this Agreement Myer Grace Bros recognises both the SDA and ASU as being the unions that shall have shared representation of clerical employees who are covered by this Agreement. This shared representation will extend to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement or not.

68.3 It is the policy of Myer Grace Bros that it shall strongly recommend that all employees covered by this Agreement (other than members of the ASU as at 7 August 1994) shall join the SDA. This includes positively promoting Union membership at the point of recruitment and strongly recommending that all employees remain members of the SDA.

68.4 All new employees covered by this Agreement shall, upon induction, be given an application form to join the SDA and any appropriate literature provided by the SDA.

68.5 Myer Grace Bros undertakes upon authorisation to deduct Union membership dues, as levied by the Unions in accordance with its rules, from the pay of employees who are members of the Union. Such monies collected shall be forwarded to the Unions at the beginning of each month together with all necessary information to enable the reconciliation of crediting of subscriptions to members' accounts.

69 UNION DELEGATES

69.1 An employee who is credentialled by the Union as a Union delegate (‘Union delegate’) shall, upon notification to Myer Grace Bros be recognised as an accredited representative of the Union.

69.2 A Union delegate shall have the right to discuss work related matters of concern of any employee or to convey information relating to the workplace to employees, provided that the Union delegate does not unduly interfere with the work in progress, and that they initially follow Clause 12 (Grievance Procedure).

69.3 A Union delegate shall be allowed a reasonable period of time, during working hours, to discuss issues with an authorised official of the Union, provided it does not unnecessarily interrupt the operations of the store.

69.4 The period of time is expected to be no greater than 30 minutes. The time spent in discussions between the Union delegate and the authorised Union official shall be devoted to legitimate Union business.
69.5 The Union delegate shall not be unreasonably denied access to a telephone to contact the Union officer to progress enquiries on behalf of a member on work related matters.

69.6 The Union delegate shall have the right to place notices on the section of the notice board designated for their use within the store. Provided that such notices are authorised by the Union and deal with legitimate Union matters.

69.7 Myer Grace Bros shall introduce to a Union delegate all new employees as soon as is reasonably practicable.

70  RIGHT OF ENTRY OF UNION OFFICIALS

Myer Grace Bros shall provide reasonable access to employees by the Union. A Union Official visiting Myer Grace Bros’ premises will:

70.1 upon arrival at the store, notify the Store Manager, or their representative, of the general intent and estimated length of the visit, prior to any discussion with employees;

70.2 minimise their time and interaction with employees when customers are present;

70.3 discuss issues in detail with employees in non-service areas of the store;

70.4 ensure there is no disruption to the general operation of the store;

70.5 prior to departure, notify the Store Manager or their representative when necessary of any concerns or issues with the intent of seeking a satisfactory solution including utilisation of the specified Grievance Procedure (Clause 12) wherever appropriate.

71  PAID UNION MEETINGS

Myer Grace Bros will provide the Union with one paid meeting of 30 minutes duration in each store in each fiscal half year, on the following basis:

71.1 normal store operations are to be maintained at all times;

71.2 meetings are non-cumulative, and non-transferable between stores;

71.3 meetings may be linked to lunch or tea breaks;

71.4 the Store Manager or their representative is to be notified at least 24 hours prior to such meetings being scheduled.

72  UNION NOTICE BOARD

Myer Grace Bros will provide appropriate space on Company Notice Boards of reasonable dimensions and in locations reasonable in the circumstances for the purpose of displaying Union notices authorised by an Officer or Official of the Union.
73 POSTING OF AGREEMENT

A copy of this Agreement will be posted and maintained in a prominent place accessible to all employees in each location.

Signed on behalf of

Myer Stores Limited
295 Lonsdale Street
Melbourne Vic 3000

Signed on behalf of

Shop, Distributive and Allied Employees’ Association
5th Floor
53 Queen Street
Melbourne Vic 3000

Signed on behalf of

Australian Services Union
2nd floor
116 – 124 Queensbury Street
Carlton Vic 3053
APPENDIX A

1 SAVINGS PROVISIONS

1.1 Base Monetary Amount

All savings provisions relating to monetary amounts are based on the rates of pay operative from 1 February 1994 (retail) or 31 July 1994 (clerical), as contained in Clause 9 of the Myer Grace Bros Stores Award 1994.

1.2 Employees on Over-Agreement Payments

1.2.1 Wage increases may be absorbed, except for the first increase ($10.00 per week) on or after the first pay period 1/10/2001, provided that Myer Grace Bros recognises the Union's right to seek that absorption not be applied in cases believed to have merit.

1.2.2 Subclause 1.2.1 above does not apply to over Agreement payments due to the introduction of the classification structure in March 1999.

1.2.3 Employees who move to a higher rate of pay within the classification structure will have the increase absorbed into any over Agreement payment.

1.2.4 An employee’s classification or rate of pay will not be downgraded or reduced as a result of the implementation of this Agreement.

1.3 Pre-1994 Full-Time and Part-Time Employees

1.3.1 No full-time or part-time employee engaged prior to 1 February 1994 (retail) or 31 July 1994 (clerical) shall suffer a loss of earnings as a result of the operation of this Agreement.

1.3.2 For the purpose of this subclause "earnings" shall mean or be based upon:

(a) the relevant rate of pay which would be payable to the employee following the application of the rates of pay operative from 1 February, 1994, or 31 July 1994 in the case of clerical employees, as contained in Clause 9 of the Myer Grace Bros Stores Award 1994.

(b) the resulting earnings which would then otherwise have been received by the employee for the employee's rostered hours in accordance with the application of the relevant State or Territory award in relation to both penalty rates and meal allowances prior to the introduction of the Myer Grace Bros Stores Award 1994.

1.3.3 Myer Grace Bros and the Union agree rosters may still be changed in accordance with this Agreement. Where the roster changes, and is worked, the employee shall earn no less than the previous state award would have provided as at 1 February 1994 or 31 July 1994 in the case of clerical employees for the new roster in terms of ordinary times earnings and meal money and inclusive of the first $8 wage increase.
1.4 Part-Time Employees

1.4.1 In Victoria part-time employees engaged prior to 1 February 1994 who are entitled to a minimum of 12 rostered hours per week (48 hours averaged over 4 weeks) shall have this minimum provision maintained for the life of this Agreement.

1.4.2 In Tasmania and the Australian Capital Territory part-time employees engaged prior to 1 February 1994 who were entitled to a minimum of 20 rostered hours per week shall have this provision maintained for the life of this Agreement subject to Clause 16 (Part-time Employment), subclause 16.3 of this Agreement.

1.5 Regular Casual Employees

1.5.1 Regular casual employees, as defined, shall be paid as follows:

1.5.2 In Victoria, New South Wales and Queensland, for work on Monday to Friday, late nights, Saturday and Sunday the rates payable under the previous award calculated by applying the relevant weekly wage as contained in Clause 9 of the Myer Grace Bros Stores Award 1994 as at 1 February 1994 or 31 July 1994 in the case of clerical employees shall apply until such time as the applicable rate payable under this Agreement is greater.

1.5.3 In Tasmania for work on late nights and Saturdays the rate payable under the previous award calculated by applying the relevant weekly wage as contained in Clause 9 of the Myer Grace Bros Stores Award 1994 as at 1 February 1994 or 31 July, 1994 in the case of clerical employees shall apply until such time as the applicable rate payable under this Agreement is greater.

1.5.4 In the ACT for work on Saturday the rate payable under the previous award calculated by applying the relevant weekly wage as contained in Clause 9 of the Myer Grace Bros Stores Award 1994 as at 1 February 1994 or 31 July 1994 in the case of clerical employees shall apply until such time as the applicable rate payable under this Agreement is greater.

1.6 NSW Premium Hour Roster Employees

1.6.1 Employees on a premium hour roster in NSW and the ACT at the time of this Agreement shall:

(a) Receive the flat increases as per Clause 26 (Rates of Pay), subclause 26.5;

(b) Have their hourly rate frozen at the new rate and retain their existing rosters and classification as a full-time employee;

(c) Have the option at any time of converting to a full-time position under the general terms of this Agreement.
1.7 **Evening Work for Pre-1994 Employees**

For all employees engaged prior to 1 February 1994 (retail) or 31 July 1994 (clerical), hours of work between 9:30pm to 10:00pm Monday to Friday and after 6:00pm on Saturday shall be voluntary.

1.8 **Evening Work for Pre-2001 Employees**

1.8.1 Employees (excluding Loss Prevention Officers)

For all employees engaged prior to 1 October 2001 (excluding Loss Prevention Officers), hours of work between 10:30pm to 12:00 midnight on Thursday and Friday shall be voluntary.

1.8.2 Loss Prevention Officers

For Loss Prevention Officers engaged prior to 1 October 2001, hours of work between 11:00pm to 12:00 midnight on Thursday and Friday shall be voluntary.

1.9 **Saturday Afternoon Work for Saved Employees**

1.9.1 Where an employee engaged prior to 1 February 1994 (retail) or 31 July 1994 (clerical) is unable to work on a Saturday afternoon, Myer Grace Bros shall consult the employee and/or the Union about the matter in an effort to resolve the matter by agreement.

1.9.2 Employees in NSW protected by the 1984 savings provision shall not be rostered to work more than 1 Saturday afternoon in 2.

1.9.3 Employees in Victoria who were previously protected by the 12 September 1988 savings provision shall not be rostered to work more than 1 Saturday afternoon in 2.

1.9.4 The two Savings Provisions referred to immediately above shall not apply to those employees who have, prior to the Myer Grace Bros Stores Award 1994, elected to work more than 1 Saturday afternoon in 2.

1.9.5 In the case of the Toowoomba store, employees engaged prior to 31 May 1995 will be rostered to work not more than 1 Saturday afternoon in 2.

1.10 **Sunday Work**

1.10.1 **Pre 1994 Employees**

Where employees engaged prior to 1 February 1994 (retail) or 31 July 1994 (clerical) were protected from working Sundays under their previous awards in New South Wales and Queensland it shall remain voluntary for those employees to be rostered to work on Sundays.

(a) Where an employee protected by the clause above transfers at his/her own request to a store where Sunday trading is already lawful, the employee will not have the right to refuse to work on Sundays at the new store.
(b) Where an employee transfers at Myer Grace Bros' request from a non Sunday trading store to another store where Sunday trading is already lawful, the employee will retain the right to refuse to work on Sunday at the new store.

In Victoria, Western Australia, South Australia, Tasmania and the ACT it shall be voluntary for all employees employed with Myer Grace Bros as of 1 February 1994 (retail) and 31 July 1994 (clerical employees), to be rostered to work on Sundays.

(a) An employee referred to above may elect to work on a Sunday for a limited period under a written agreement, provided that at the end of the period the Sunday work would cease and the employee's right to refuse to work on Sundays would remain unimpaired.

(b) An employee who agrees to work on Sundays shall only be rostered on 1 Sunday in 2.

In stores which do not trade every Sunday the following provisions shall apply:

(a) Work on Sundays shall be voluntary.

(b) Full-time employees will be paid overtime or take time off in lieu of payment in accordance with Clause 39 (Overtime).

(c) Part-time employees who work additional hours on a Sunday shall receive the casual rate of 160% or, in circumstances where they agree in writing to a roster change, they shall be paid at the rate of 150%. Provided that these percentages increase in accordance with Clause 16 (Part-time Employment), subclause 16.2.2.

(d) Casual employees will be paid at the rate of 160% and regular casuals, as defined, shall be paid as provided in 1.5 of this appendix.

1.10.2 Where the introduction of Sunday trading in a State or part of a State is accompanied by legislation or an Industrial Relations Commission order for voluntary work for existing employees, this shall be observed in those stores which commence trading on Sundays.

1.10.3 Where Sunday trading starts, Myer Grace Bros shall call for volunteers first. If this is not sufficient, Myer Grace Bros can roster those employees not protected by 1.10.1 or 1.10.2 above.

1.11 Back of Shops - Victoria

All employees engaged prior to 1 February 1994 in Victoria under the Myer "back of shops" agreement shall be entitled to the benefits outlined in the letter of agreement from Myer dated April 5th, 1994, and confirmed by the SDA by a letter dated April 8th, 1994.
1.12 Annual Leave and Sick Leave in NSW and WA

Permanent employees engaged prior to 1 February 1994 (retail) or 31 July 1994 (clerical) in NSW and WA who under their previous Award, or Annual Leave Act, were entitled to payment of penalty hours whilst on annual leave or sick leave shall continue to receive such payments when proceeding on annual leave or sick leave. These 'saved penalty' payments paid on annual leave or sick leave will be reduced by the scheduled increases as per the rates of pay schedule contained in Clause 26 (Rates of Pay) of this Agreement.

1.13 Full-time & Part-time Clerical Employees - Victoria and South Australia

For the purpose of 1.3 of this appendix in the case of clerical employees in Victoria and South Australia where work performed on late nights, Saturday or Sunday in accordance with the previous awards would have been overtime, the following penalty rates shall be applied in calculating the rates deemed to be payable using the weekly rates of pay applicable at 7 August 1994:

<table>
<thead>
<tr>
<th>Time</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday - Friday late nights</td>
<td>25%</td>
</tr>
<tr>
<td>Saturday 12:00 noon - 6:00pm</td>
<td>25%</td>
</tr>
<tr>
<td>Sunday</td>
<td>100%</td>
</tr>
</tbody>
</table>

1.14 Regular Casual Clerical Employees

Regular casuals engaged as clerical employees shall be paid as follows:

1.14.1 For work on Monday to Friday, late nights, Saturday and Sunday, the rates payable under the previous award calculated by applying the relevant weekly wage as at 31 July 1994, shall apply until such time as the applicable rate payable under this Agreement is greater.

1.14.2 In Victoria and South Australia where work performed on late nights, Saturday or Sunday in accordance with the previous awards would have been overtime, the following penalty rates shall be applied in calculating the rates deemed to be payable using the weekly rates of pay applicable at 1 August 1994:

<table>
<thead>
<tr>
<th>Time</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday-Friday late nights</td>
<td>25%</td>
</tr>
<tr>
<td>Saturday 12:00 noon – 6:00pm</td>
<td>25% (SA)</td>
</tr>
<tr>
<td>Saturday 12:30pm – 6:00pm</td>
<td>25% (VIC)</td>
</tr>
<tr>
<td>Sunday</td>
<td>100% (VIC)</td>
</tr>
</tbody>
</table>

1.15 Overtime Savings Provision (1998)

Employees who at 30 November 1998 regularly worked at any time between 6:00am and 7:00am Monday to Saturday and/or 10:00pm and 10:30pm Monday to Friday will have the overtime penalty rate paid under the Myer Grace Bros Stores Agreement 1997 saved and applied when working such times.
1.16  Overtime Savings Provision (2001)

1.16.1  Employees (excluding Loss Prevention Officers)

Employees who at 30 September 2001 regularly worked at any time between 10:30pm and 12 midnight Thursday or Friday and/or 6:00pm and 7:00pm Sunday will have the overtime penalty rate paid under the Myer Grace Bros Stores Agreement 1998 saved and applied when working such times.

1.16.2  Loss Prevention Officers

Loss Prevention Officers who at 30 September 2001 regularly worked at any time between 11:00pm and 12 midnight Thursday or Friday and/or 6:30pm and 7:30pm Sunday will have the overtime penalty rate paid under the Myer Grace Bros Stores Agreement 1998 saved and applied when working such times.

1.17  Loss Prevention Officers (1998)

Loss Prevention Officers engaged as at 30 November 1998 who were receiving higher penalty payments, shift loading, and/or casual loading shall have these amounts preserved and shall continue to receive these.

1.18  Essentially Me - Savings Provisions

1.18.1  Employees engaged to work in Essentially Me stores are employees of Myer Stores Ltd ABN 83 004 143 239.

1.18.2  Employees engaged in Essentially Me stores on or after the certification of Myer Grace Bros Stores Agreement 2001 shall be covered by the full terms of the Myer Grace Bros Stores Agreement 2001 and the saving provisions listed in this subclause do not apply to such employees.

1.18.3  Savings provisions for employees engaged in Essentially Me stores prior to the certification of Myer Grace Bros Stores Agreement 2001:

The classification structure of the Myer Grace Bros Stores Agreement 2001 shall prevail over the classification structure within the Essentially Me Retail Agreement 1998. Employees who, as a consequence, move to a higher level of classification and a higher rate of pay will have the increase absorbed into any over-agreement payments. Disputes in relation to reclassification of employees under the Myer Grace Bros Agreement 2001 may be dealt with under Clause 12 (Grievance Procedure).

(a) The arrangement surrounding employment of full-time, part-time and casual employees shall operate under the terms of the Myer Grace Bros Stores Agreement 2001 except for the following:

(i) Part-time employees engaged in Essentially Me stores shall continue to receive the flex up loading of 20% for additional hours;

(ii) Full-time employees engaged in Essentially Me stores who currently work 20 starts in a 4 week cycle may be required to
continue to do so. Myer Grace Bros and the SDA agree to meet in November 2002 to discuss the implementation of a 19 day 4 week cycle for such full time employees;

(iii) The minimum engagement for full-time employees engaged in Essentially Me stores is 5 hours on any day excepting public holidays when the minimum engagement is 3 hours;

(iv) Casual employees who work at times when a penalty payment applies shall continue to receive their casual loading of 20% in addition to the ordinary rate and penalty payment;

(v) Annual leave payments for full-time and part-time employees shall continue to include applicable penalty rates;

(b) All other terms and conditions of employment for full-time, part-time and casual employees shall be governed by the Myer Grace Bros Stores Agreement 2001.

(c) All employees working in Essentially Me shall receive the initial $10.00 increase on the first pay period on or after 1 October 2001 as provided for under the Myer Grace Bros Stores Agreement 2001.

(d) If an employee transfers from Essentially Me to Myer Grace Bros these savings provisions cease to apply.
APPENDIX B

1 TERMINATION CHANGE AND REDUNDANCY

1.1 Company’s Duty to notify

1.1.1 Where Myer Grace Bros has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Myer Grace Bros shall notify the employees who may be affected by the proposed changes and the Union.

1.1.2 "Significant effects" include termination of employment, major changes in the composition, operating or size of the 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 the Agreement makes provision for alternation of any of the matters referred to herein an alternation shall be deemed not to have significant effect.

1.2 Company's Duty to Discuss Change

1.2.1 Myer Grace Bros shall discuss with the employees affected and their Union inter alia, the introduction of the changes referred to above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

1.2.2 The discussions shall commence as early as practicable after a definite decision has been made by Myer Grace Bros to make the changes referred to above.

1.2.3 For the purposes of such discussion, Myer Grace Bros shall provide to the employees concerned and the Union, 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 Myer Grace Bros shall not be required to disclose confidential information the disclosure of which would be detrimental to Myer Grace Bros' interests.

1.3 Discussions Before Terminations

1.3.1 Where Myer Grace Bros has made a definite decision that the Company no longer wishes the job the employee 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, Myer Grace Bros shall hold discussions with the employees directly affected and with the Union.

1.3.2 The discussions shall take place as soon as is practicable and shall cover, amongst other matters the reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
1.3.3 For the purposes of the discussion Myer Grace Bros shall, as soon as practicable, provide in writing to the employees concerned and the Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out.

1.3.4 Provided that Myer Grace Bros shall not be required to disclose confidential information the disclosure of which would be detrimental to the Company's interests.

1.4 Transfer to lower paid duties

1.4.1 Where an employee is transferred to lower paid duties for reasons set out in 1.3 of this appendix, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if they had been terminated and Myer Grace Bros may 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.

1.5 Severance Pay

1.5.1 In addition to the period of notice provided in Clause 21 (Termination of Employment) subclause 21.1, a permanent employee whose employment is terminated for reasons set out above shall be entitled to the following amount of severance pay in respect of a continuous period of service:-

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 1 year</td>
<td>Nil</td>
</tr>
<tr>
<td>1 year but less than 2 years</td>
<td>4 weeks pay</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>6 weeks pay</td>
</tr>
<tr>
<td>3 years but less than 4 years</td>
<td>7 weeks pay</td>
</tr>
<tr>
<td>4 years and over</td>
<td>8 weeks pay</td>
</tr>
</tbody>
</table>

1.5.2 "Weeks Pay" means the ordinary time rate of pay for the employee concerned.

1.5.3 Provided that the severance payment shall not exceed the amount which the employee would have earned if employment with Myer Grace Bros had proceeded to the employee's normal retirement date.

1.6 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in 1.3 of this appendix may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with Myer Grace Bros until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
1.7 Alternative Employment

Myer Grace Bros in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the Company obtains acceptable alternative employment for an employee.

1.8 Time Off During Notice Period

1.8.1 During the period of notice of termination given by Myer Grace Bros an employee shall be allowed up to 1 day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

1.8.2 If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employee shall, at the request of Myer Grace Bros, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent.

1.8.3 For this purpose a statutory declaration will be sufficient.

1.9 Notice to Employment National

Where a decision has been made to terminate employees in the circumstances outlined in 1.3 of this appendix, Myer Grace Bros shall notify Employment National thereof as soon as possible giving relevant information including the number of categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

1.10 Transmission of Business

1.10.1 Where a business is before or after the date of this Agreement, transmitted from one employer (in this subclause called "the transmittor") to another employer (in this subclause called "the transmitee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmitee:

(a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

(b) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmitee.

1.10.2 In this subclause "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.

1.11 Employees with Less Than 1 Year's Service

This clause shall not apply to employees with less than 1 years continuous service and the general obligation on Myer Grace Bros should be no more than to give relevant employees 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 employees of suitable alternative employment.
1.12 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

1.13 Special Provisions

The provisions of this are subject to Clause 13 (Security of Employment), and in any circumstances of conflict, Clause 13 (Security of Employment) shall have precedence.
APPENDIX C

1 GUIDELINES CONCERNING SECURITY PROCEDURES

1.1 Preamble

1.1.1 The following guidelines are designed to deal with the industrial relations difficulties that arise where security measures are taken by Myer Grace Bros concerning an employee suspected of dishonest practices. They should be honoured in the spirit rather than in the letter. They should have application in normal situations but it ought to be understood that, if abnormal situations arise making it impossible for them to be adhered to, the Union will accept, in place of the guidelines, such protective measures as are within the spirit of the guidelines but which may not be embraced within their written terms.

1.1.2 The guidelines have no relevance to the questioning of staff in the ordinary course of employment concerning security matters unconnected with any liability by the employee whose assistance is being sought by the security personnel.

1.2 Basis of Guidelines

1.2.1 The Union recognises that Myer Grace Bros has the right to protect their property, interests and effects and have the right to establish and maintain proper security precautions towards this end.

1.2.2 The Union recognises that such security precautions will include, at times, the employment of trained security personnel, charged with the responsibility of carrying out security investigations in a responsible manner.

1.2.3 The Union unreservedly states that it does not condone or countenance dishonesty, or any other form of malpractice, in the industry.

1.2.4 The Union recognises that their members have an obligation under their employment contracts to carry out their duties in fidelity to Myer Grace Bros’ interests and that members of the Unions will at all times act to protect the property, interests and effects of Myer Grace Bros against theft or dishonesty by any person.

1.2.5 Within these general principles the Union is concerned to ensure that a proper regard is paid to their members’ particular interests and liberties and, to this end, agree to these guidelines as normally regulating security matters touching the employment of their members.

1.3 Staff Interviews

1.3.1 When Myer Grace Bros is trying to discover whether, or by whom, an offence or breach of company security has been committed Myer Grace Bros is entitled to question any employee, whether suspected or not, from whom useful information may be obtained.
1.3.2 As soon as Myer Grace Bros has reasonable grounds for suspicion that an employee has committed an offence Myer Grace Bros will ask such employee whether he or she will agree to be questioned in connection therewith and upon such agreement being forthcoming, he or she shall caution the employee before putting to him or her any questions, or further questions, relating to that offence.

The caution shall be in the following terms:

“You are not obliged to say anything unless you wish to do so but what you say may be put into writing and given in evidence.”

After the giving of the above caution, Myer Grace Bros shall then bring to the employee’s attention the right under these guidelines to ask for the attendance of a nominated employee who is immediately available to be present as a witness during the course of the interview.

1.3.3 Myer Grace Bros may object to the presence of any particular person as a witness at such interview if there is a reason to believe that the witness may be in some way involved in the subject matter of the interview. The attendance of an employee as a witness at a security interview shall be on the understanding that the witness will not reveal to any person not involved in the interview what has taken place or been said in the course of such interview and that the witness shall not interrupt or frustrate the course of the interview.

1.3.4 During the course of any such interview management or security personnel shall conduct themselves in a courteous manner toward the employee being interviewed.

1.3.5 Where a security investigation involves an employee remaining at Myer Grace Bros’ premises, or elsewhere at Myer Grace Bros’ direction, outside of the employee’s ordinary working time, such employee shall be paid overtime in accordance with the Agreement, for all time so spent.

1.3.6 As a general principle employees who have been interviewed with regard to a security matter should not be transferred to another work place, have a change of duties or sustain any disciplinary action until the security investigation has been completed. However, in the spirit of these guidelines it is acknowledged that there may be circumstances in which it may be desirable to transfer an employee, or change his or her duties. In such a case maximum care is to be exercised by Myer Grace Bros so as to prevent any odium attaching to the employee as a result of the transfer or change in duties. In such a case the Union shall be advised of such transfer, change of duties or disciplinary action.

1.4 Cash Shortages

1.4.1 Employees whose duties involve the handling of money shall not be held responsible for the repayment of any shortages which may occur unless such employee has sole access to such money.

1.4.2 This provision shall not affect Myer Grace Bros’ right to take such disciplinary or legal action as Myer Grace Bros considers necessary.
1.5 Security Checks of Bags, Parcels and/or Lockers

1.5.1 Myer Grace Bros is entitled to conduct routine security checks of staff bags and/or parcels at points of exit and entry used by staff.

1.5.2 Individual security checks of bags, parcels and/or lockers shall not take place unless the employee concerned is present, or alternatively that the employee has given permission for such search to take place in his or her absence.

1.5.3 Where a search or check is to take place in the employee’s absence, the employee may nominate some other responsible employee to be present during such proposed search or check.

1.6 Carrying of Moneys

Employees involved in the responsibility of carrying moneys belonging to Myer Grace Bros, to or from a bank or other institution shall be accompanied at such times by a responsible fellow employee. Myer Grace Bros shall not require an employee to have money chained, handcuffed or fastened to an employee’s person, unless such fastening is engaged to the employee with a quick-release mechanism.

1.7 Staff Entrances and Exits

Myer Grace Bros may require employees to use staff entrances and exits while entering or leaving the store during such times as the employee is rostered to work. Myer Grace Bros shall not require an employee to use staff entrances and exits in a store when an employee wishes to enter the store as a customer on rostered days off, or during periods of annual or long service leave or other leave.
APPENDIX D

1 CLASSIFICATION STRUCTURE FOR CLERICAL EMPLOYEES EMPLOYED AS AT 30 SEPTEMBER 2001

1.1 Employees in this structure will be multi-skilled within their classification level and may be required to work elsewhere within the store from time to time to assist in special circumstances of emergency or staff shortage and to meet short term needs.

1.2 An employee’s classification level is based on the skills they are required to exercise to perform their main function as determined by Myer Grace Bros, in accordance with the following:

1.3 LEVEL 2 EMPLOYEE (prior to 1 March 1999 LEVEL A)

1.3.1 Employees shall be graded at this level where their main function as determined by Myer Grace Bros requires the exercise of any one or more of the skill levels set out below.

1.3.2 They will have 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, i.e. they will receive broad instructions on work to be performed; specific instructions when new or unusual work is required; work may be checked.

1.3.3 Skill Levels

- Acquire and use customer service skills and product knowledge.
- Maintain established paper-based files.
- Maintain basic manual or computer-based records.
- Enter and retrieve data using a computer terminal.
- Acquire and apply a working knowledge of department’s operating procedures.
- Sort and process documents, i.e. file, match and batch accounts.

1.4 LEVEL 3 EMPLOYEE (prior to 1 March 1999 LEVEL B)

1.4.1 Employees shall be graded at this level where their main function as determined by Myer Grace Bros requires the exercise of any one or more of the skill levels set out below.

1.4.2 They are required to exercise judgement and initiative within the range of their skills and knowledge.

1.4.3 Employees in this grade may be required to check the work of, and provide guidance/assistance to employees at a lower level, or less experienced employees in their own level, by means of personal instruction and demonstration.

1.4.4 They work under general supervision, i.e. receiving specific instructions only when new procedures are introduced.
1.4.5 Skill Levels

- Use one or more software packages to create and operate a database file structure, spreadsheet/worksheet, graph previously prepared spreadsheet and standard graphics.
- Following standard procedures, create, maintain and generate simple reports.
- Use one or more software packages to create, format, edit, proofread, spell check, correct, print and save text documents.
- Acquire and apply specialised knowledge of procedures, products and services applicable in own section or department.
- Maintain payroll records.

1.5 LEVEL C EMPLOYEE (prior to 1 March 1999)

1.5.1 Employees shall be graded at this level where their main function as determined by Myer Grace Bros requires the exercise of any one or more of the skill levels set out below.

1.5.2 The employee’s work is likely to be specialised or non-routine and performed with limited supervision, i.e. general guidance on progress and outcomes sought. Initiative, discretion and judgement are required.

1.5.3 Skill Levels

- Calculate and administer wage and salary records including superannuation, commissions, tax, and terminations.
- Understand and apply terms and conditions of employment.
- Resolve pay queries.
- Interact with management and employees.
- Apply computer software packages utilising skills at a higher level than Level B.
- Undertake staff scheduling and planning in accordance with Company guidelines.
- Supervise employees in lower levels, allocate work tasks to individuals, check work progress and correct errors.
- Use one or more software packages at a higher level than Level B to apply advanced functions such as text columns, tables, e.g. to produce financial statements, printed forms, sorting, boxes, create displays of charts or graphs in report format, select style sheets appropriate to final presentation.
APPENDIX E

1 SUPPORTED WAGE GUIDELINES

1.1 Workers Eligible for a Supported Wage

1.1.1 This appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

(a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in [Supported Wage System: Guidelines and Assessment Process].

(b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

(c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

(d) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

1.2 Eligibility Criteria

Employees covered by this appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

The appendix does not apply to any existing employee who has a claim against the Company which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

The Agreement does not apply to the Company in respect of their facility, programme, undertaking service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered Company to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s. 12A of the Act, or if a part only has received recognition, that part.
1.3 **Supported Wage Rates**

Employees to whom this appendix applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing, according to the following schedule:

<table>
<thead>
<tr>
<th>Assessed Capacity</th>
<th>% of Prescribed Agreement Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%*</td>
<td>10%</td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
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<tr>
<td>30%</td>
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<td>70%</td>
<td>70%</td>
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<tr>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>90%</td>
<td>90%</td>
</tr>
</tbody>
</table>

(However, the minimum amount payable shall be not less than $54.40 per week.)

* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

1.4 **Assessment of Capacity**

1.1.2 For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

(a) Myer Grace Bros and a union party to the Agreement, in consultation with the employee or, if desired by any of these;

(b) Myer Grace Bros and an accredited Assessor from a panel agreed by the parties to the Agreement and the employee.

1.5 **Lodgement of Assessment Instrument**

1.1.3 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by the Company with the Registrar of the Industrial Relations Commission.

1.1.4 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

1.6 **Review of Assessment**

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process or review
shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

1.7 Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this appendix will be entitled to equal terms and conditions of employment as all other workers covered by this Agreement, paid on a proportionate basis.

1.8 Workplace Adjustment

When Myer Grace Bros wishes to employ a person under the provisions of this appendix, reasonable steps shall be taken to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of the job duties, working time arrangements and work organisation in consultation with other workers in the area.

1.9 Trial Period

(a) In order for an adequate assessment of the employee's capacity to be made, Myer Grace Bros may employ a person under the provision of this appendix for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

(b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

(c) The minimum amount payable to the employee during the trial period shall be no less than $45 per week.

(d) Work trials should include induction or training as appropriate to the job being trialed.

(e) Where Myer Grace Bros and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 1.4 of this appendix.
APPENDIX F

1 PARENTAL LEAVE

The provisions of this appendix apply to full-time and part-time employees, and only apply to eligible casual employees as per 1.13 of this appendix.

1.1 Definitions

1.1.1 **Maternity leave** means parental leave taken by a female employee who is pregnant.

1.1.2 **Paternity leave** means parental leave taken by a male employee who is the parent of a child.

1.1.3 **Adoption leave** means parental leave taken by a male or female employee on the adoption of a child.

1.1.4 **Child** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of 6 months or more.

1.1.5 In relation to maternity or paternity leave, **spouse** includes a de facto or former spouse.

1.1.6 In relation to adoption leave, **spouse** includes a de facto spouse but does not include a former spouse.

1.1.7 **Male employee** means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

1.1.8 **Female employee** means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

1.1.9 **Former position** means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this appendix whichever first occurs or, in the case of an employee transferred to a safe job in accordance with clause 1.3.6 of this appendix, the position she held immediately before such transfer. If such position no longer exists and there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, former position shall mean a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

1.1.10 **Continuous service** means service under an unbroken contract of employment and includes:

- any period of leave taken in accordance with this appendix;
- any period of part-time employment worked in accordance with this appendix; or
any period of leave or absence authorised by Myer Grace Bros or by the Agreement.

1.2 Basic entitlement

1.2.1 After 12 months’ continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An additional 12 weeks may be available, as provided in 1.7.3 of this appendix.

1.2.2 Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take an unbroken period of up to 8 weeks at the time of the birth or placement of the child.

1.2.3 Employees with less than 12 months’ service

Full-time and part-time employees who are unable to take parental leave due to having less than 12 months’ service, are able to apply for leave of absence. Refer to Clause 50 (Leave of Absence).

1.3 Maternity leave

1.3.1 An employee must provide notice to Myer Grace Bros in advance of the expected date of commencement of parental leave. The notice requirements are:

(a) at least 10 weeks prior - advise Myer Grace Bros of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant); and

(b) at least 4 weeks prior - of the date on which the employee proposes to commence parental leave and the period of leave to be taken.

1.3.2 When the employee gives notice under 1.3.1(a) of this appendix the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

1.3.3 An employee will not be in breach of this appendix if failure to give the stipulated notice is occasioned by the birth of the child occurring earlier than the expected date.

1.3.4 Where an employee continues to work within the 6 week period immediately prior to the expected date of birth, or where the employee elects to return to work within 6 weeks after the birth of the child, Myer Grace Bros may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

1.3.5 Special maternity leave

(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, the
employee may take unpaid special maternity leave and sick leave of such periods as a registered medical practitioner certifies is necessary.

(b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

(c) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

1.3.6 **Transfer to a safe job**

(a) Where an employee is pregnant and, 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, the employee will, if Myer Grace Bros deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

(b) If the transfer to a safe job is not practicable, the employee may elect, or Myer Grace Bros may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

1.4 **Paternity leave**

1.4.1 An employee will provide to Myer Grace Bros at least 10 weeks prior to each proposed period of paternity leave:

(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and

(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

(c) a statutory declaration stating:

(i) he will take that period of paternity leave to become the primary care-giver of a child; and

(ii) particulars of any period of maternity leave sought or taken by his spouse; and

(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

1.4.2 The employee will not be in breach of 1.4.1 of this appendix if the failure to give the required period of notice is because of the birth occurring earlier than
expected, the death of the mother of the child, or other compelling circumstances.

1.5 Adoption leave

1.5.1 The employee will notify Myer Grace Bros at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

1.5.2 Before commencing adoption leave, an employee will provide Myer Grace Bros with a statutory declaration stating:

(a) the employee is seeking adoption leave to become the primary care-giver of the child; and

(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

1.5.3 Myer Grace Bros may require an employee to provide confirmation from the appropriate government authority of the placement.

1.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify Myer Grace Bros immediately and Myer Grace Bros will nominate a time not exceeding 4 weeks from receipt of notification for the employee's return to work.

1.5.5 An employee will not be in breach of 1.5.1 of this appendix as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

1.5.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and Myer Grace Bros should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to 2 days unpaid leave. Where paid leave is available to the employee, Myer Grace Bros may require the employee to take such leave instead.

1.6 Return to work after cancellation of parental leave

Where an employee has commenced parental leave and loses their child during the period of leave an employee may return to work at any time, as agreed between Myer Grace Bros and the employee provided that time does not exceed 4 weeks from the recommencement date desired by the employee.

1.7 Variation of period of parental leave

1.7.1 Where an employee has originally applied for less than 52 weeks leave, the employee may extend their leave up to an aggregate of 52 weeks by providing
Myer Grace Bros 4 weeks notice. The employee may also request additional leave, as per 1.7.3 of this appendix.

1.7.2 An employee may shorten their period of leave by agreement with Myer Grace Bros, by giving not less than 4 weeks notice.

1.7.3 Variation of maximum period of parental leave by an additional 12 weeks:

(a) Where agreed between the employee and Myer Grace Bros, subject to operational requirements, an employee may extend their period of parental leave beyond 52 weeks to up to 64 weeks.

(b) Any such request must be provided in writing to Myer Grace Bros with 8 weeks notice from the proposed commencement of the extended period of leave.

1.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks (or 64 weeks, where an extension has been granted in accordance with 1.7.3).

1.9 Voluntary casual work whilst on parental leave

1.9.1 By agreement between an employee and Myer Grace Bros, an employee may be engaged on a casual basis during periods of parental leave.

1.9.2 Hours worked as a casual employee under this appendix:

(a) will be paid at the appropriate casual hourly rate;

(b) will not be included for the purposes of accruing any leave entitlements with the exception of long service leave;

(c) will count as service for the purposes of long service leave accrual. An employee’s long service leave date will be altered by the number of starts worked casually whilst on parental leave;

(d) will not extend the period of parental leave beyond the approved period of leave.

1.10 Returning to work after a period of parental leave

1.10.1 An employee will notify of their intention to return to work after a period of parental leave at least 4 weeks prior to the expiration of the leave.

1.10.2 By agreement between Myer Grace Bros and an employee, an employee is able to return on fewer hours than their contracted hours prior to going on parental leave, for a period up to the child’s 2nd birthday (or 2nd anniversary of placement), as provided for in 1.12 of this appendix.

1.10.3 An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe
job pursuant to 1.3.6 of this appendix, the employee will be entitled to return to the position they held immediately before such transfer.

Where such position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

1.10.4 Myer Grace Bros will consider the family responsibilities of the employee who is returning to work when considering the employee’s roster.

1.11 Replacement employees

1.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

1.11.2 Before Myer Grace Bros engages a replacement employee Myer Grace Bros must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

1.12 Part-time work

The following provisions apply to full-time and part-time employees only.

1.12.1 Entitlement

With the agreement of Myer Grace Bros:

(a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its 2nd birthday or, in relation to adoption, from the date of placement of the child until the 2nd anniversary of the placement.

(b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(c) A female employee may work part-time in one or more periods at any time from the date of birth of the child until the child’s 2nd birthday, provided the conditions in 1.3.4 of this appendix are met.

(d) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the 2nd anniversary of that date.

(e) An employee may work part-time in relation to a gradual return to full-time work on return from parental leave until the child’s 2nd birthday (or 2nd anniversary of the child’s placement in the case of adoption).

1.12.2 Return to former position

(a) An employee who has had at least 12 months’ continuous service with Myer Grace Bros immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of
such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

(b) Nothing in (a) hereof shall prevent Myer Grace Bros from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

1.12.3 **Effect of part-time employment on continuous service**

Commencement of part-time work under this appendix, and return from part-time work to full-time work under this appendix, shall not break the continuity of service or employment.

1.12.4 **Pro rata entitlements**

Subject to the provisions of this appendix and the matters agreed to in accordance with 1.12.7 of this appendix, part-time employment shall be in accordance with the provisions of this Agreement that shall apply pro rata.

1.12.5 **Transitional arrangements - annual leave**

(a) An employee working part-time under this appendix shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions 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 work under this appendix.

(b) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this appendix, in such periods and manner as specified in this Agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

Provided that, by agreement between Myer Grace Bros and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

1.12.6 **Transitional arrangements - sick leave**

An employee working part-time under this appendix shall have sick leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.
1.12.7 Part-time work agreement

(a) Before commencing a period of part-time employment under this appendix the employee and Myer Grace Bros shall agree:

- that the employee may work part-time;
- upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- upon the classification applying to the work to be performed; and
- upon the period of part-time employment.

(b) The terms of this agreement may be varied by consent.

(c) The terms of this agreement or any variation to it shall be put in writing and retained by Myer Grace Bros. A copy of the agreement, and any variation to it, shall be provided to the employee by Myer Grace Bros.

(d) The terms of this agreement shall apply to the part-time employment.

1.12.8 Termination of employment

(a) The employment of a part-time employee under this appendix, may be terminated in accordance with the provisions of this Agreement but may not be terminated by Myer Grace Bros because the employee has exercised or proposes to exercise any rights arising under this appendix or has enjoyed or proposes to enjoy any benefits arising under this appendix.

(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 work under this appendix, shall 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 full-time employment and all service as a part-time employee on a pro rata basis.

1.12.9 Extension of hours of work

Myer Grace Bros may request, but not require, an employee working part-time under this appendix to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with 1.12.7 of this appendix.

1.12.10 Nature of part-time work

Where possible, an employee returning to work part-time under this provision shall perform the work of his or her former position. Where this is not possible, the work shall be work otherwise performed under this Agreement.

1.12.11 Inconsistent Agreement provisions

An employee may work part-time under this appendix irrespective of any other provision of this Agreement which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions prescribing a minimum or maximum number of hours a part-time employee can work.
1.12.12 **Replacement employees**

(a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this appendix.

(b) A replacement employee may be employed part-time. Subject to this appendix, 1.12.5 to 1.12.8 and 1.12.11 of this appendix apply to the part-time employment of a replacement employee.

(c) Before Myer Grace Bros engages a replacement employee under this appendix, Myer Grace Bros shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of 1.1.10 of this appendix.

1.13 **Eligible casual employees**

1.13.1 A casual is entitled to parental leave in accordance with the provisions of this appendix provided that:

(a) They are employed on a regular and systematic basis for an ongoing period of employment for at least 12 months immediately preceding when the employee proposes to proceed on parental leave; and

(b) have, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

1.13.2 On return from parental leave, the casual employee shall be engaged as a casual employee in accordance with Clause 17 (Casual Employment) of the Agreement.
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