



## DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**ALDI Foods Pty Ltd**  
(AG2013/1205)

### ALDI PRESTONS AGREEMENT 2013

Retail industry

JUSTICE BOULTON, SENIOR DEPUTY PRESIDENT

SYDNEY, 21 JUNE 2013

*Application for approval of the ALDI Prestons Agreement 2013.*

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

[2] The terms of the Agreement are substantially similar to those of the *ALDI Minchinbury Agreement 2012* (the Minchinbury Agreement).<sup>1</sup> In the proceedings relating to the application for approval of the Minchinbury Agreement, I expressed a concern that the provisions relating to the payment for leave may be detrimental to employees when compared to the National Employment Standards (see ss.55 and 186(2)(c) of the Act).<sup>2</sup> Due to the similarity between the relevant provisions of the two agreements, the same concern arises with respect to the Agreement.

[3] A proposed employer undertaking has been provided by ALDI Foods Pty Ltd in relation to payment for leave under the Agreement (see attachment A). The proposed undertaking was attached to the Notice of Listing when the application for approval of the Agreement was listed for Hearing on the Papers. The Notice directed any interested party that wished to make its views known in relation to the undertaking to contact my chambers before the listed time. The Notice was sent to the only organisation which the Fair Work Commission knows to be a bargaining representative for the Agreement, namely, the Shop, Distributive and Allied Employees Association (SDA), as well as to the other employee organisations that made submissions in relation to the Minchinbury Agreement.

[4] No party sought to make any comment in relation to the proposed undertaking. I am satisfied that the undertaking addresses my concern in relation to the clauses of the Agreement dealing with payment for leave, and that it will not cause financial detriment to any employee covered by the Agreement or result in substantial changes to the Agreement.

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<sup>1</sup> AE401806.

<sup>2</sup> [2013] FWC 3495 at [68]-[73].

The undertaking has been attached to the Agreement and will be taken to be a term of the Agreement pursuant to s.191 of the Act.

[5] For reasons similar to those given in relation to the Minchinbury Agreement,<sup>3</sup> I am satisfied that each of the requirements of ss.186, 187 and 188 that are relevant to this application for approval have been met.

[6] The SDA, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 June 2013. The nominal expiry date of the Agreement is 21 June 2017.



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<sup>3</sup> See [2013] FWC 3495; [2013] FWCA 3837.

**Attachment A**

In the Fair Work Commission  
Matter Number: AG2013/1205  
ALDI FOODS PTY LIMITED (ABN 086 210 139)  
AS GENERAL PARTNER OF ALDI STORES (A LIMITED PARTNERSHIP)  
Applicant

ENTERPRISE AGREEMENT ALDI PRESTONS 2013

ALDI undertakes that the payment to employees taking leave will be at a rate of pay not less than that provided under the National Employment Standards.

Signed by  
David Zaiunardo  
Managing Director, ALDI Stores, Prestons Region



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For and on behalf of ALDI Foods Pty Limited  
as General Partner of ALDI Stores (A Limited Partnership)

7 June 2013

**ENTERPRISE AGREEMENT ALDI PRESTONS 2013**

**1. Title of the Agreement**

This Agreement will be known as the ALDI Prestons Agreement 2013.

**2. Index**

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### 3. Parties to the Agreement

This Agreement is made between ALDI Foods Pty. Limited (ACN 086 210 139) acting as General Partner of ALDI Stores (A Limited Partnership) (“ALDI”) and all employees of ALDI who are employed under the classifications set out in Clause 5, and who are employed to work in ALDI’s Prestons Region (“Employees”).

### 4. Duration of the Agreement

This Agreement will commence operating in the first full pay period occurring at least 7 days after it is approved by the Fair Work Commission. It will expire four (4) years after the date of approval by the Fair Work Commission, unless terminated by agreement or replaced in accordance with the Act.

Schedules 5, 6, 7 and 8, which deal with the introduction of fortnightly pay, will commence operating during the life of this Agreement. Employees will be provided with at least 3 months’ notice of the introduction of these Schedules.

### 5. Operation of the Agreement

ALDI operates Regions based on a Distribution Centre and stores served by that Distribution Centre. The Prestons Region is defined as the Distribution Centre operated by ALDI in Burando Road, Prestons (“The Distribution Centre”), and all ALDI Stores which operate in the following local government areas:

Ashfield Council	Goulburn Mulware Council	Strathfield Municipal Council
Auburn Council	Gundagai Shire Council	Sutherland Shire Council
Australian Capital Territory	Harden Shire Council	The Council of the City of Botany Bay
Bankstown City Council	Hurstville City Council	The Council of the City of Kiama
Bega Valley Shire Council	Junee Shire Council	Tumut Shire Council
Boorowa Council	Kogarah City Council	Upper Lachlan Shire Council
Burwood Council	Leichhardt Municipal Council	Wagga Wagga Shire Council
Camden Council	Liverpool City Council	Waverley Council
Campbelltown City Council	Marrickville City Council	Weddin Shire Council
Canterbury City Council	Oberon Council	Wingecarribee Shire Council
City of Canada Bay Council	Palerang Council	Wollondilly Shire Council
Cooma Monara Shire Council	Queanbeyan City Council	Wollongong City Council
Cootamundra Shire Council	Randwick City Council	Woollahra Municipal Council
Council of the City of Sydney	Rockdale City Council	Yass Valley Council
Eurobodalla Shire Council	Shellharbour City Council	Young Shire Council
Fairfield City Council	Shoalhaven City Council	

At the time of commencement of this Agreement, the Prestons Region operated the stores listed in Schedule 9. This Agreement will apply to these stores and any new stores which open in the Prestons Region as defined in this clause.

This Agreement will apply to the following classifications of Employees of ALDI employed in the Prestons Region:

- Employees engaged in a retail store operated by ALDI (“a Store”) in the positions of Store Manager, Assistant Store Manager, Store Management Trainee, Store Assistant, and Stock Replenisher;
- Employees engaged in the Distribution Centre operated by ALDI in the positions of Warehouse Operator, Warehouse Mechanic, Warehouse Caretaker, and Palletiser; and
- Employees engaged in the transport and distribution operations of ALDI (“Transport and Distribution”) in the position of Transport Operator operating from the Distribution Centre.

Rates of pay and specific terms and conditions of employment for these classifications are set out in Schedules 1, 2, 3, 4, 5, 6, 7 and 8 of this Agreement. These rates of pay have been set to ensure that Employees are better off overall under this Agreement than if they were covered under the relevant Modern Award which would otherwise apply to their employment.

Employees covered by Australian Workplace Agreements at the time this Agreement is approved will continue to work in accordance with the AWA until the AWA is validly terminated. Where hourly rates of pay applicable under each Employee’s AWA exceed the rates of pay for that Employee’s classification as listed in this Agreement, those AWA hourly rates of pay will continue to form the basis of remuneration for that Employee after termination of the AWA and will continue to be reviewed in accordance with Clause 13 of this Agreement.

This Agreement is to be read in conjunction with the National Employment Standards and expressly excludes any award terms or conditions which would otherwise apply to the Employee’s employment, including the operation of award terms dealing with public holidays, rest and meal breaks, shift loadings, overtime loadings, annual leave loadings, allowances, penalty rates, and incentive based payments and bonuses.

This Agreement applies to the exclusion of all awards, agreements, industrial instruments and transitional industrial instruments that would otherwise apply to Employees, unless provided for in this Agreement.

## **6. Business and Employee Goals**

ALDI’s business goal is to offer customers the highest quality products at the lowest possible prices.

To assist in achieving this outcome, ALDI is careful to select the best people available to work in its operations in order to create a safe work environment that fosters teamwork and co-operation amongst employees at all levels in the company.

In ALDI’s experience, this environment will facilitate a high degree of job satisfaction for all employees, high productivity and the ongoing investment of funds in the business that will result in real benefits for employees and customers alike.

Employees working in ALDI’s operations work flexibly and perform a full range of tasks, limited only by their skills, knowledge, training and capability.

ALDI works to create an environment of respect, equity and co-operation. All employees are expected to support this environment of respect, equity and co-operation.

## **7. Responsibilities and Duties**

Employees covered by this Agreement will be required to:

- Perform all of the duties contained in the Job Description issued to them, together with other duties and responsibilities as may from time to time be reasonably assigned and communicated to the Employee;

- Follow Company policies, which relate to the Employee and the Employee's work. ALDI may provide Employees with enhanced benefits in its policies at its discretion;
- Serve ALDI and use all endeavours to promote and protect ALDI's interests to the best of the Employee's ability with honesty and integrity at all times;
- Not undertake any private trading or other employment that could result in a conflict of interest between the Employee and ALDI, or which could affect the Employee's availability or capacity for normal work.

## **8. Safety**

Employees and ALDI are required to observe safety legislation which operates in any location where Employees work, including regulations controlling safety and avoiding fatigue of drivers travelling long distances. This Agreement excludes the operation of any other award or agreement dealing with safety.

Failure to comply with safety legislation, transport and road laws relating to Employees' classifications may result in disciplinary action, up to and including termination of employment.

## **9. Licences**

It is a requirement of positions in Transport and Distribution that Employees hold a valid driver's licence for the class of vehicle to be driven, and maintain a good driving record.

On commencement, Transport and Distribution Employees are required to provide ALDI with the appropriate licence and details of any demerit points, fines, disqualifications or cancellations incurred over the last three (3) years.

ALDI may inspect a Transport and Distribution Employee's licence and driving record at any time.

A Transport and Distribution Employee must immediately advise ALDI and provide details of any traffic fines or demerit points imposed, and must advise if licence disqualification or cancellation is likely. Disciplinary action, up to and including termination of employment, may be taken as a result of traffic fines or demerit points being imposed, or a Transport and Distribution Employee failing to advise ALDI of the above matters.

## **10. Employment Arrangements**

All Employees are assigned a role at a nominated location within the Prestons Region and are provided with a relevant Job Description. All Employees have a Direct Leader who provides day-to-day supervision, including but not limited to, rostering, management and employee relationships in the workplace. Additionally, all Employees have a Personnel Leader who is responsible for all other matters including, but not limited to, pay, discipline and final dispute resolution.

From time to time, Employees may be required to work at other locations or other Regions of ALDI's operations to meet the needs of the business, provided that the new or temporary location is within a reasonable travelling time from the Employee's residence.

If an Employee transfers on a temporary basis to another Region, their terms and conditions of employment will continue to be governed by this Agreement. If an Employee transfers on a permanent basis to another Region, this will only be by agreement with the Employee and their terms and conditions of employment will be governed by the Agreement which applies in the new Region.

Employees may be invited to work at a higher level within the workplace on either a temporary or permanent basis. If this occurs, the Employee will be trained in work procedures and will be paid

an additional allowance as set out in the relevant Schedule 2, 3, 4, 6, 7 or 8 for each hour worked at this higher level.

Store Managers, Assistant Store Managers and Store Management Trainees may be required to work anywhere in the Prestons Region. They may be transferred into a Region other than the Prestons Region only by agreement with the Employee, and their terms and conditions of employment will be governed by the Agreement which applies in the new Region. If any Employee is to be transferred permanently outside a reasonable travelling distance from the Employee's residence at ALDI's request, then reasonable relocation expenses will be provided in accordance with ALDI's relocation policy, as amended from time to time.

#### Store Management Trainees

Employees may be employed by ALDI on a fixed term basis as part of a traineeship arrangement, subject to satisfactory performance and completion of traineeship requirements. Further employment may be offered at the end of this period at ALDI's complete discretion. There is no guarantee that ALDI will make such an offer at the end of the fixed term period, and any position offered will be at ALDI's complete discretion.

#### Temporary Employees

Employees may be employed by ALDI on a fixed term basis. ALDI may offer these Temporary Employees further employment at the end of the fixed period at its complete discretion. However, there is no guarantee that ALDI will make such an offer at the end of this period and any position offered will be at ALDI's complete discretion.

### **11. Probationary Employment**

The first 90 days of a new Employee's employment with ALDI will be on probation. During this probationary period, either party may terminate the Agreement by giving one week's notice or ALDI may make payment in lieu thereof.

This probationary period is separate to, and does not impact on, the qualifying period applicable under the Act.

### **12. Hours of Work**

Employees may be engaged to work on a full-time, part-time, limited roster or casual basis.

#### Full-time Employees

Full-time Employees may be engaged as either Salaried Employees or Hourly Rate Employees.

Full-time Employees will be required to work 38 hours per week plus reasonable additional hours, on any five (5) out of seven (7) days, Monday to Sunday.

Salaried Employees will not be entitled to overtime or penalty rates, and will be expected to work such hours as are necessary to meet the needs of the position, including work on Saturdays, Sundays and Public Holidays as required. No additional payments will be made for work performed on Saturdays, Sundays and Public Holidays. Each Employee's salary will be set taking into account the average number of additional hours each Salaried Employee is expected to work.

Hourly Rate Employees will be entitled to overtime and penalty rates as set out in the Schedules to this Agreement. Leave will accrue and be taken as set out in the Schedules to this Agreement.

The reasonable additional hours to be worked by full-time employees over 38 per week are agreed with the Employee on commencement. It is ALDI's policy to be flexible and receptive to requests from employees to reduce their working hours. Therefore, in accordance with the National Employment Standards, where an Employee wishes to reduce the hours they are required to work, the Employee will identify the basis on which the hours to be worked are

unreasonable. ALDI will not unreasonably deny any Employee's request to reduce their hours of work. A pro rata salary will apply to Salaried Employees based on the proportion of a 50 hour week to the hours the Employee works. Hourly Rate Employees will receive the applicable hourly rate and overtime and penalty rates as set out in the Schedules to this Agreement. If the Employee and ALDI cannot reach agreement on the hours of work to apply to the Employee's position, the Resolution of Disputes provision of this Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.

### Part-time Employees

Part-time Employees will work fewer than 38 hours per week on average and may be engaged as either Salaried Employees or Hourly Rate Employees, and will receive pro rata entitlements under this Agreement, including pro rata salary payments.

On commencement of employment, Hourly Rate Part-time Employees will be advised of their Contract Hours and the maximum number of hours which will be paid at the Bankable Hourly rate of pay for their classification. ALDI will vary these hours only by agreement with the Employee and will take effect from the first full pay period after agreement is reached.

It is ALDI's policy to be flexible and receptive to requests from employees to reduce their working hours. Therefore, in accordance with the National Employment Standards, where an Employee wishes to reduce the hours they are required to work, the Employee will identify the basis on which the hours to be worked are unreasonable. ALDI will not unreasonably deny any Employee's request to reduce their hours of work.

If the Employee and ALDI cannot reach agreement on the hours of work to apply to the Employee's position, the Resolution of Disputes provision of this Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.

### Bankable Hours Arrangements

Bankable Hours arrangements are available to be used by non-Casual Hourly Rate Employees.

Employees accrue towards their Contract Hours all hours actually worked, hours on authorised paid leave and unpaid leave, hours actually worked as overtime and on public holidays. Any hours in excess of the Contract Hours accrued in a pay period may be banked. Alternatively, the Employee may choose to have all Bankable Hours paid in each pay period.

Hours "banked" may be paid in subsequent pay periods if the Employee wishes, or may be used to reduce the number of Contract Hours worked in subsequent pay periods. Where the Employee works less than their Contract Hours, his/her "banked" hours will be used to pay the Employee the Contract Hours for the pay period.

If the Employee does not accrue their full Contract Hours and does not have sufficient "banked" hours he/she will still be paid his/her Contract Hours. In this case the Employee's "banked" hours will go into minus. All minus "banked" hours will need to be made up using the Employee's future excess hours prior to these excess hours being "banked" or paid.

Overtime hours cannot be "banked" from one pay period to the next and as such will be paid in full in the next pay period after such hours are worked. Hours which attract a shift loading may be banked, however the shift loading will be paid in the following pay period after the hours are worked. Banked Hours will be paid at the Employee's Bankable Hourly Rate.

On commencement of this Agreement, the pay period will be a calendar month. On their commencement, Schedules 5, 6, 7 and 8 will override these provisions and Contract and Bankable Hours will be calculated on a fortnightly basis in accordance with these Schedules.

### Limited Roster Arrangements

Part-time Employees may be engaged on a Limited Roster basis. Limited Roster Employees must be available to be rostered for at least nine (9) weekday shifts per month, plus up to two (2) Saturday and two (2) Sunday shifts per month. The Employee will be required to nominate the weekdays on which they are available to be rostered at any time. The Employee may be requested by their Direct Leader to work additional shifts as Ordinary Hours on other days not nominated by the Employee, but may refuse this request. Employees engaged on a Limited Roster will receive leave and public holiday entitlements only on the agreed days on which they are usually available to be rostered.

On their commencement, the provisions relating to Limited Roster Arrangements in Schedules 2 and 6 will override this provision to the extent of any inconsistency.

### Casual Employees

Casual Stock Replenishers are the only Casual Employees employed under this Agreement.

Casual Employees may be rostered to work ordinary hours in shifts of at least three (3) hours at any time, Monday to Saturday inclusive, and must work at least two (2) weekday shifts for every Saturday shift worked. By the 15<sup>th</sup> of every month, a Casual Employee must indicate their availability to work within this span over the following month. ALDI will use this information to roster the Employee as required to meet business needs. Repeated refusal of shifts offered may result in ALDI not offering further engagements to the Employee.

Casual Employees are not entitled to paid public holidays, annual, personal/carer's, compassionate or jury service leave. Casual Employees are entitled to unpaid carer's leave and unpaid compassionate leave in accordance with the National Employment Standards and may be entitled to long service leave depending on applicable state legislation.

On their commencement, the provisions relating to Casual Employees in Schedules 2 and 6 will override this provision to the extent of any inconsistency.

### Rostering Arrangements

Rosters will be prepared at least one (1) week in advance in order to meet business requirements and satisfy the number of hours required to be worked by each employee during the pay period. Should it be necessary to vary rosters once prepared then this will be by agreement between the Direct Leader and the affected Employee/s.

Requests for roosting arrangements (e.g. time off during a certain day) should be submitted by the nominated day prior to the roster being prepared. The Direct Leader responsible for drawing up the roster will try to accommodate requests as far as possible. The business requirements will determine if, and to what extent, requests can be accommodated.

In preparing rosters, the Direct Leader will be guided by business requirements, the fair allocation of work, ensuring all Employees have adequate breaks between shifts, and the importance of assisting employees to balance work and family responsibilities.

The span of hours of work, overtime arrangements and work breaks applicable to Employees employed in Stores are set out in Schedules 1, 2, 5 and 6 of this Agreement.

The span of hours of work, overtime arrangements and work breaks applicable to Employees employed in the Warehouse are set out in Schedules 3 and 7 of this Agreement.

The span of hours of work, overtime arrangements and work breaks applicable to Employees employed in Transport and Distribution are set out in Schedules 4 and 8 of this Agreement.

### **13. Remuneration and Salary Sacrifice Arrangements**

Remuneration has been set based on the requirement to work flexibly, as well as the requirement to work on Saturdays, Sundays and Public Holidays if required, and, unless otherwise specified in Schedule 1, 2, 3, 4, 5, 6, 7 or 8, is inclusive of, but not limited to, laundry, meal, dairy-room, freezer and chiller allowance, shift allowance, tail gate allowance, fork lift allowance and first aid allowance.

The remuneration arrangements set out in Schedules 5, 6, 7 and 8 will take effect during the life of this Agreement and employees will be provided with at least 3 months' notice of the date of effect. These Schedules will override the following provisions to the extent of any inconsistency from the date they take effect.

Remuneration, net of income tax and any legally authorised deductions, will be paid on at least a monthly basis by direct credit to the Employee's nominated bank account.

All rates of remuneration will be reviewed annually by ALDI on the 1<sup>st</sup> of January each year, taking into account business performance and market conditions.

Minimum rates of pay for each role are set out in Schedules 1, 2, 3, 4, 5, 6, 7 and 8 of this Agreement.

The remuneration paid for each classification has been set to ensure employees are better off overall under this Agreement than under the relevant Modern Award which would otherwise apply. Where an Employee considers they are not better off overall under this Agreement than under the relevant Modern Award, they may request a comparison of the benefits received for a nominated period of time under this Agreement and the benefits which would otherwise be provided under the relevant Modern Award. Any shortfall in total remuneration which would otherwise be payable under the Modern Award will be paid to the Employee in the next pay period after the review is completed. If the Employee and ALDI cannot reach agreement on the remuneration which should be paid, the Resolution of Disputes provision of this Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.

Employees covered by Australian Workplace Agreements at the time this Agreement is approved will continue to work in accordance with the AWA until the AWA is validly terminated. Where hourly rates of pay applicable under each Employee's AWA exceed the rates of pay for that Employee's classification as listed in this Agreement, those AWA hourly rates of pay will continue to form the basis of remuneration for that Employee, even where the Employee's AWA ceases to operate and this Agreement applies. No Employee's hourly rate of pay will be reduced as a result of entering into this Agreement.

Casual rates of pay are total payments, including a casual loading and any payments in lieu of annual leave which would be otherwise payable.

An Employee may elect to salary sacrifice part of their remuneration to a complying superannuation fund in accordance with ALDI's policy on salary sacrifice as amended from time to time, Superannuation Legislation and any limits set by the Australian Taxation Office. The Employee is responsible for seeking professional financial advice before electing to salary sacrifice. Either the Employee or ALDI may terminate the salary sacrifice arrangement on provision of one month's notice. Any variations to salary sacrifice arrangements can be made by the Employee once annually.

Where the Employee elects to salary sacrifice, salary sacrifice arrangements will continue to apply during periods of leave. Calculation of leave payments, payments in lieu of notice on termination of employment and any redundancy payments will be based on the rate of pay applicable before salary sacrifice is applied. This rate will also be the rate reviewed in the annual review of remuneration. Calculation of pay, including any payments based on Bankable Hours and any overtime payable, will be made before any salary sacrifice amount is deducted.

## Bankable Hours

Where Employees work under a Bankable Hours arrangement, each calendar month the Employee's pay will include payment for their current month's Contract Hours, payment of any Bankable Hours from the previous month and payment of all shift loadings and overtime worked during the previous month. At the end of each month, the Employee may nominate if they wish to "bank" all or part of the Bankable Hours for use in the following months. Hours "banked" may be paid in subsequent months if the Employee wishes, or may be used to reduce the number of Contract Hours worked by the Employee in subsequent months. Any payment will be at the Employee's Bankable Hourly Rate of pay for working ordinary hours.

All minus Banked Hours will need to be made up using the Employee's future excess hours prior to these excess hours being banked or paid.

On their commencement, Schedules 5, 6, 7 and 8 will override these provisions to the extent of any inconsistency and Bankable Hours will be calculated on a fortnightly basis in accordance with these Schedules.

## **14. Superannuation**

ALDI will make contributions on behalf of Employees to an approved superannuation fund in accordance with the requirements of Superannuation Legislation. The amount contributed on each Employee's behalf will be based on Ordinary Time Earnings, prior to any salary sacrifice arrangements being applied.

## **15. Business Expenses**

Employees will be reimbursed for authorised incidental expenses that may be incurred in the course of employment with ALDI upon presentation of receipts.

## **16. Personal Presentation**

Employees are required to comply with standards of dress, personal hygiene and grooming appropriate to the Employee's role. Where ALDI supplies clothing, it must be worn only for work, and the Employee will be responsible for its laundry and presentation at all times to the standards expected. Compensation for any laundry expenses has been incorporated into remuneration of Employees under this Agreement.

## **17. Public Holidays**

Public holidays will be as gazetted in the location in which the Employee works. Where fewer than 11 public holidays are gazetted, ALDI will ensure employees receive at least 11 public holidays in a year.

Typically, ALDI will be operating on public holidays and Employees will be requested to work on such public holidays. Employees should expect that they will be requested by ALDI to work on a public holiday. Subject to this, s114 of the Act will apply.

Payment and leave arrangements for public holidays for Stores, Warehouse, and Transport and Distribution are contained in Schedules 1, 2, 3, 4, 5, 6, 7 and 8.

## **18. General Leave Entitlements**

Employees will be entitled to all leave entitlements in accordance with the National Employment Standards set out in the Act, as a minimum. Community Service Leave will be provided in accordance with the National Employment Standards, however the provisions of this Agreement in relation to attendance and payment for Jury Service will apply.

## **19. Annual Leave**

All non-Casual Employees will be entitled to annual leave. Accrual and payment arrangements which apply to Employees in Stores, Warehouse, and Transport and Distribution are set out in Schedules 1, 2, 3, 4, 5, 6, 7 and 8.

For accrual purposes, the leave year will be 1<sup>st</sup> January to 31<sup>st</sup> December of each year. Pro rata annual leave applies for the time worked during the calendar year of joining or terminating from ALDI.

Annual leave may be accrued to a maximum of eight (8) weeks' annual leave by agreement. At the end of each calendar year, annual leave accrued in excess of four (4) weeks may be paid out by agreement between ALDI and the Employee to a maximum of two (2) weeks' pay in a 12 month period, however it is the intention that all Employees will take their annual leave within the leave year.

Each cashing out of a particular amount of paid annual leave must be by separate agreement in writing between ALDI and the Employee and the Employee will receive payment of the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has foregone.

Annual leave and any time off resulting from Banked Hours may be taken only with the agreement of ALDI, taking into account business requirements. In particular, except by agreement, no annual leave or time off from Banked Hours may be taken in the two (2) weeks immediately prior to Christmas Day and in the week immediately prior to Easter Sunday.

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

### Shiftwork

This provision only applies to Hourly Rate Employees engaged in accordance with Schedules 3 and 7 Warehouse Employees and Schedules 4 and 8 Transport and Distribution Employees.

For the purposes of the additional week of annual leave provided for in section 87(1)(b) of the Fair Work Act 2009, a shift worker (as defined in the relevant schedule) is a seven day shift worker who is regularly rostered to work on Sundays and public holidays. No employee shall accrue more than 5 weeks' annual leave per annum.

Where an Employee with 12 months' continuous service is engaged for part of the 12 month period as a seven day shift worker as defined under the relevant Schedule, the Employee must have their annual leave increased by half a day for each month the Employee is continuously engaged as a seven day shift worker as defined under this Schedule.

## **20. Personal/Carer's Leave**

All non-Casual Employees will continue to be paid when the Employee is absent due to genuine illness or injury in accordance with Schedules 1, 2, 3, 4, 5, 6, 7 and 8. Untaken leave accumulates from year to year. Accrual and payment arrangements which apply in Stores, Warehouse and Transport and Distribution are set out in Schedules 1, 2, 3, 4, 5, 6, 7 and 8.

Accrued Personal/Carer's Leave may be taken to care for a member of the Employee's Immediate Family, where such care is necessary and the Employee is responsible for the care of the other person.

Accrued Personal/Carer's Leave may also be taken to attend medical appointments, legal proceedings and other activities related to domestic or family violence, subject to suitable evidence that such violence has occurred, such as a document issued by the Police Service, a Court, a Doctor, a District Nurse, a Lawyer or in a Statutory Declaration.

If an Employee has exhausted their accrued Personal/Carer's Leave, the Employee may take unpaid carer's leave for a particular permissible occasion as a single continuous period of up to 2 days, or any separate periods to which the Employee and ALDI agree.

Casual Employees are entitled to unpaid carer's leave in accordance with the National Employment Standards.

Medical certificates (for the Employee or the person for whom they are caring) will be required where:

- ALDI has concerns about the frequency, length or pattern of such absences by the Employee; or
- The absence is of two (2) consecutive days or more; or
- The Employee has already had two (2) single day absences in a year.

The Employee is required to notify their Direct Leader when the Employee is absent on Personal/Carer's Leave before the start of their rostered shift and shall state the nature of the illness or injury and the estimated duration of their absence. Store Management/Section Leaders are also required to notify the Stand-In Store Management/Stand-In Section Leader of their absence before the start of their rostered shift.

## **21. Compassionate Leave**

All non-Casual Employees will continue to be paid for up to two (2) days when the Employee is absent due to the life-threatening illness or injury of a member of the Employee's Immediate Family or household.

All non-Casual Employees will continue to be paid for up to three (3) days when the Employee is absent due to the death of a member of the Employee's Immediate Family or household.

Casual Employees are entitled to unpaid compassionate leave in accordance with the National Employment Standards.

Payment arrangements which apply in Stores, Warehouse and Transport and Distribution are set out in Schedules 1, 2, 3, 4, 5, 6, 7 and 8.

## **22. Long Service Leave**

The Employee will be entitled to long service leave according to the Long Service Leave legislation applicable in the State or Territory where the Employee is working.

## **23. Parental Leave**

Parental leave will be granted in accordance with the provisions of the Act.

## **24. Jury Service Leave**

Jury service leave is available as set out in Schedules 1, 2, 3, 4, 5, 6, 7, and 8.

The Employee must return to work as soon as practicable on any day that the Employee is excused from serving on the jury.

The Employee will provide ALDI with proof of attendance, duration of such attendance and the amount received by the Employee in respect of such jury service.

## 25. Medical Examinations

The Employee may be required to submit to a medical examination (including testing for alcohol and other drugs) by a medical practitioner nominated by ALDI, where ALDI has reasonable concerns about an Employee's capacity to perform the inherent requirements of their job. ALDI may nominate a medical practitioner chosen by the Employee. The medical examination will be related to aspects of the Employee's health relevant to their employment. The Employee will be required to provide written authority to the nominated medical practitioner authorising them to provide a confidential report about the results of the medical examination and discuss these results with ALDI management. The Employee will also receive a copy of the report.

## 26. Termination of Employment

Except for Casual Employees, Employees and ALDI are required to give the following notice of termination of employment, or ALDI may pay the Employee in lieu of notice.

Period of Continuous Service	Amount of Notice
Less than 1 year	1 week
At least 1 year but less than 3 years	2 weeks
At least 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

Where the Employee is over 45 years of age and has greater than two (2) years' service, an additional week's notice of termination will be provided by ALDI, or payment made in lieu thereof.

Employees engaged prior to commencement of this Agreement will be required to provide or receive at least four (4) weeks' notice of termination of employment, or payment in lieu of notice. Where the Employee is over 45 years of age and has greater than five (5) years' service, an additional week's notice of termination will be provided by ALDI, or payment made in lieu thereof.

During any fixed term period of employment, Employees and ALDI are required to give notice of termination of employment in accordance with the above scale, or ALDI may pay the Employee in lieu of notice. At the end of the fixed term period, ALDI may at its complete discretion offer further employment to the Employee in a position selected by ALDI, but is under no obligation to do so. No notice of termination is required to be provided at the end of the fixed term period.

Casual Employees and ALDI are required to give one (1) hour's notice of termination of employment, or ALDI may pay the Casual Employee in lieu of notice. Where the Casual Employee has an expectation of ongoing work and has had engagements over a period of more than 12 months, the Employee or ALDI will be required to provide one (1) week's notice or payment made in lieu thereof. This notice payment will be the average weekly pay for the Employee calculated over the final 12 months of employment.

Where ALDI has given notice of termination of employment to an Employee, the Employee will be allowed to take one day off during the notice period without loss of pay for purposes of seeking other employment. The time off is to be taken at times convenient to the Employee after consultation with ALDI.

Serious misconduct, serious non-observance of the terms of this Agreement or serious neglect of the Employee's duties are grounds for instant dismissal.

On termination of employment, the Employee will leave with their Direct Leader all Company property including books, records, papers, keys, correspondence and any other documents, software, disks and media belonging to, concerning or containing reference to ALDI's business and that of its subsidiaries, and any material accumulated during the Employee's employment other than that of a personal nature.

If the Employee is absent from work for a continuous period of three (3) days or more without the consent of ALDI and without notification to ALDI, the Employee will be deemed to have abandoned employment. At this point ALDI is entitled to treat the employment as terminated.

## **27. Redundancy**

An Employee's position is redundant if a decision is made that the Employee's position is no longer required in the business. It does not apply to ordinary and customary turnover of labour, or where Employees under a Temporary or Fixed term arrangement, including Store Management Trainees, complete their initial period of employment. This clause will not apply to Casual Employees.

In the event of redundancy, ALDI will firstly make all reasonable efforts to place the Employee in another suitable position within ALDI operations. Where ALDI obtains acceptable alternative employment for the Employee, whether with ALDI or another employer, then the provisions of this clause will not apply, and ALDI will apply to the Fair Work Commission for a determination about the amount of redundancy pay, if any, which should apply under the National Employment Standards.

Should termination due to redundancy be necessary ALDI will provide, in addition to notice periods outlined in "Clause 26. Termination of Employment", a severance payment of six (6) weeks' payment plus two (2) weeks' pay for each completed year of service up to a total maximum of 26 weeks. For Hourly Rate Employees, a week's pay will be based on the average week's pay for that Employee, calculated over the previous 12 months. For Salaried Employees, a week's pay will be based on the Employee's base salary payable at the time of termination.

Where, but for this Agreement, an employee would have been entitled to a higher severance payment pursuant to an award or transitional instrument, ALDI will pay the higher severance payment. Such an entitlement will cease on 31 December 2014.

An Employee whose employment is to be terminated on the grounds of redundancy may terminate their employment during the period of notice. In these circumstances, the Employee shall be entitled to the same benefits and payments under this clause as if they had remained with ALDI until the expiry of the notice period, except that the unworked portion of the notice period will not be paid.

During the notice period, ALDI will provide the following forms of assistance:

- Paid leave of up to one (1) day per week of notice for the Employee to attend job interviews, provided satisfactory evidence is provided if required by ALDI where more than one day is taken during the notice period;
- Training in preparation for job seeking and interviews;
- Financial planning advice;
- Support counselling for the Employee;
- Contact with other employers and employment groups for the purpose of the Employee obtaining alternative employment.

## **28. Confidentiality**

During employment, Employees will have access to information about ALDI that is not in the public domain. Employees must not use, divulge or communicate any such information to any person, except as required in the performance of the Employee's normal duties. The Employee must not disclose to anyone any such information relating to, but not limited to, ALDI's business affairs, trade secrets, business opportunities, financial and marketing information, property, personal information, customers, suppliers, operations or staff of the company.

## **29. Resolution of Disputes**

The parties acknowledge the value of the dispute resolution procedure and agree to abide by the following in resolving any disputes that may arise:

- At all times work will continue as normal, unless there is an imminent risk to the Employee's health and safety.
- All issues in dispute should be resolved as far as possible between the Employee and the Direct Leader.
- If the dispute is not resolved between the Employee and Direct Leader, the parties will arrange for a meeting involving the Personnel Leader to resolve the matter.
- If the Employee is dissatisfied with the outcome of discussions with the Personnel Leader, they have the right to appeal to the next level of Management to review the decision.
- If the Employee is dissatisfied with the outcome of discussions with this next level of Management, they have the right to appeal to the Managing Director to review the decision.
- Resolution of the dispute will be by discussion, and consideration of business needs will be encouraged at all times.
- A support person may accompany the Employee in any discussions with management concerning any dispute.
- ALDI or the Employee may appoint a representative for the purposes of this procedure at any stage during the procedure.
- If the matter in dispute relates to a matter arising under this Agreement or the National Employment Standards, and the Employee is dissatisfied with the results of the appeal to the Managing Director, they can apply to the Fair Work Commission. The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
- If the dispute remains unresolved, ALDI and the Employee/s involved in the dispute may agree for the Fair Work Commission to then arbitrate the dispute and make a determination that is binding on the parties.
- If arbitration is agreed to, the Fair Work Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions in line with the Act which are necessary to make arbitration effective.
- The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision.
- The procedures set out above in relation to arbitration of disputes will apply where an Employee claims that they are no better off overall under the terms of this agreement than they would be under the provisions of the relevant Modern Award, and also where ALDI and the Employees are unable to agree on the Employee's reasonable weekly hours.

### **30. Flexibility Provisions**

ALDI and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) the arrangement deals with one (1) or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

ALDI must ensure that the terms of the individual flexibility arrangements:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009;
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009;
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

ALDI must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the employer and the employee;
- (c) is signed by the employee and his/her Personnel Leader and, if the employee is under 18 years of age, be signed also by a parent or guardian of the employee;
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement.
- (e) states the date on which the arrangement commences.

ALDI must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to and place it on their personnel file.

ALDI or the employee may terminate an individual flexibility arrangement:

- (a) by giving the other party no more than 28 days' written notice; or
- (b) if ALDI and the employee agree at any time.

### **31. Consultation**

Where ALDI has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise and the change is likely to have a significant effect on employees of the enterprise:

- (a) ALDI must notify employees affected by the major change of the decision to introduce the major change.
- (b) As soon as practicable after the decision, ALDI must discuss with affected employees:
  - (i) the introduction of the change;
  - (ii) the effect the change is likely to have on employees;
  - (iii) measures ALDI is taking to avert or mitigate the adverse effect of the change on employees.
- (c) For the purposes of the discussion, ALDI will provide in writing:
  - (i) all relevant information about the change, including the nature of the change;
  - (ii) information about the expected effects of the change on employees;
  - (iii) information about any other matters likely to affect the employees.

Confidential or commercially sensitive information is not required to be disclosed to employees.

- (d) ALDI will give prompt and genuine consideration to matters raised about the major change by employees affected.
- (e) If a term of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to ALDI's operations, parts a, b, c and f of this clause will not apply.
- (f) An employee affected may appoint a representative to attend discussions with ALDI about the major change. Where an affected employee notifies ALDI of the identity of the representative, ALDI will recognise that representative in the consultation process.

A major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

## 32. Definitions

**The Act** means the Fair Work Act 2009 (Cth).

**Average Hours** means hours which are calculated based on the previous 12 months' service, or the duration of the Employee's employment, whichever is the shorter. Contributing hours for Average Hours calculations are all hours actually worked, hours on authorised paid leave, Hours Actually Worked as overtime and on public holidays.

**Bankable Hourly Rate** means the base rate of pay for a classification, excluding any shift loadings, allowances or penalties.

**Bankable Hours** means those hours in excess of the Contract Hours. Contributing hours for Bankable Hours calculations are all hours actually worked, hours on authorised paid leave and unpaid leave, Hours Actually Worked as overtime and on public holidays.

**Casual Employee** means an employee engaged in a casual capacity and paid at an hourly rate. Casual Employees are not entitled to paid public holidays, paid annual, paid personal/carer's, paid compassionate or paid jury service leave or lump sum payments in lieu of annual leave loading.

**Contract Hours** means hours that are set by agreement between ALDI and each Employee. Contributing hours for Contract Hours calculations are all Hours Actually Worked, hours on authorised paid leave and unpaid leave, Hours Actually Worked as overtime and on public holidays.

**Employee** means an Employee of ALDI who is covered by this Agreement.

**Fortnight** commences on Monday and ceases 14 days later, on the Sunday shift of the following week.

**Full-Time Employee** means an employee who works at least 38 hours per week plus reasonable additional hours.

**Full-Time Ordinary Hours** means 38 hours per week.

**Hourly-Rate Employee** means an Employee who is engaged by ALDI on an hourly rate of pay and not an annual salary. Paid leave entitlements accrue to Hourly Rate Employees in accordance with this Agreement.

**Hours Actually Worked** means authorised hours physically spent by the Employee in the workplace, excluding unpaid breaks.

**Immediate Family** means spouse, parent, sister, brother, child, step-child, grandparent, grandchild or sister-in-law, brother-in-law, parent-in-law or grandparent-in-law. "Spouse" includes de-facto spouse and same gender partner. "Parent" includes foster parent and step-parent.

**Job Description** means an outline of tasks and responsibilities and the areas in which the Employee is required to take action and make decisions independently.

**Leave Day** means a day of authorised paid leave, paid in accordance with Schedules 6, 7 and 8.

**Limited Roster Employees** means employees who are not available to be rostered on any five (5) out of seven (7) days in a Week. Limited Roster Employees nominate the days on which they are available to work, and may be rostered to work at any time on these days.

**Prestons Region** is defined in Clause 5 of this Agreement.

**National Employment Standards** means the National Employment Standards set out in Part 2-2 of the Fair Work Act 2009 (Cth).

**Notional Shift Hours** are assigned based on Contract Hours for the purposes of calculating public holiday and Leave Day payments. Hourly Rate Employees entitled to payment when absent from work on a public holiday or Leave Day will receive payment of their Notional Shift Hours for that day.

Contract Hours per Month	Contract Hours per Fortnight	Notional Shift Hours
45 Contract Hours	21 Contract Hours	4.0 hours
65 Contract Hours	30 Contract Hours	4.75 hours
87 Contract Hours	40 Contract Hours	5.25 hours
108 Contract Hours	50 Contract Hours	5.5 hours
120 Contract Hours	55 Contract Hours	6.0 hours
130 Contract Hours	60 Contract Hours	6.5 hours
152 Contract Hours	70 Contract Hours	7.25 hours
165 Contract Hours	76 Contract Hours	8.0 hours
173 Contract Hours	80 Contract Hours	9.75 hours
195 Contract Hours	90 Contract Hours	9.75 hours
208 Contract Hours	96 Contract Hours	10.0 hours

**Ordinary Hours** means all hours worked which are non-overtime hours including those hours which attract a shift loading and penalties.

**Ordinary Time Earnings** means all allowances, applicable Business Review Payments, shift loadings and penalties associated with ordinary hours of work and authorised paid leave. It will exclude all overtime earnings.

**Ordinary Time Hours** means all hours worked which are non-overtime hours, including those hours which attract a shift loading, and all hours taken as authorised paid leave.

**Part-Time Employee** means an employee who works fewer than 38 hours per week on average.

**Salaried Employee** means an employee who is paid an annual salary and not an hourly rate of pay. Paid leave entitlements accrue to Salaried Employees in accordance with this Agreement.

**Temporary Employee** means a person engaged for a fixed term period either on a full-time or part-time basis. Paid leave entitlements accrue to Temporary Employees in accordance with this Agreement.

**Trainee** means a person engaged by ALDI as a Store Management Trainee on a training program defined by ALDI.

**Week** means Monday to Sunday.

## **SCHEDULE 1 – Salaried Store Employees**

This Schedule applies to all Store Employees engaged as Salaried Employees (“Salaried Store Employees”). At the time of commencement of this Agreement, this Schedule applied to Store Managers, Assistant Store Managers and Store Management Trainees.

This Schedule will apply from the date of commencement of this Agreement, and will cease to apply when Schedule 5 commences.

### **Part A – Hours of Work and Overtime**

Salaried Store Employees will be required to work any five (5) out of seven (7) days in a week Monday to Sunday, as rostered, and to work such hours as are necessary to meet the needs of the position, including work on Saturdays, Sundays and Public Holidays as required.

To complete the requirements of their position, it is expected that Salaried Store Employees will work 38 ordinary hours plus an average number of additional hours per week as agreed with each Employee on commencement of employment. This agreed number of additional hours cannot be varied by ALDI, except with the agreement of the Employee.

At ALDI’s discretion, the additional hours required to be worked by a particular classification may be amended, and a commensurate change in remuneration may also occur. Affected employees will be consulted in accordance with Clause 31 of this Agreement.

The reasonable additional hours to be worked by full-time employees over 38 per week are agreed with the Employee on commencement. It is ALDI’s policy to be flexible and receptive to requests from employees to reduce their working hours. Therefore, in accordance with the National Employment Standards, where an Employee wishes to reduce the hours they are required to work, the Employee will identify the basis on which the hours to be worked are unreasonable. ALDI will not unreasonably deny any Employee request to reduce their hours of work. A pro rata salary will apply to Salaried Employees based on the proportion of a 50 hour week to the hours the Employee works. If the Employee and ALDI cannot reach agreement on the hours of work to apply to the Employee’s position, the Resolution of Disputes provision of this Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.

Where an Employee works more than the agreed number of additional hours in a week, these hours will be recorded and may be taken as time off in lieu at a later date. Where the Employee works fewer than the agreed number of additional hours in a week, these hours will be recorded and must be made up by additional hours being worked at a later date. Where an Employee resigns or is dismissed, they will be required to take any accrued time off in lieu during the notice period. No additional payment will be made for time off in lieu where ALDI makes payment in lieu of notice.

At least one unpaid meal break of 30 minutes will be taken each day. The timing of this break will be based on business requirements.

The Employee’s salary as prescribed in Part B of this Schedule, and separately advised to each Employee, is for all hours worked, including on Saturdays, Sundays and Public Holidays. Salaried Store Employees will not be entitled to any additional payments (such as allowances, loadings or penalty rates) for working overtime or on weekends or public holidays, or for hours worked in a week in excess of the total hours agreed to be worked by the Employee, or, where applicable, for hours required to complete on-the-job and off-the-job training in accordance with Traineeship training plans, or where applicable, for callouts for which the Employee is required to be available.

The hours of work for Salaried Store Employees in a formal Traineeship includes both on-the-job and off-the-job training in accordance with the Employee’s Traineeship. Off-the-job training means time spent in attendance at formal classes only.

## Part B – Remuneration

Salaried Store Employees will receive a base annual salary plus any applicable Business Review Payment, as set out in the pay scales listed below. These salary figures include all allowances.

### B1. Store Manager

#### B1.1. Salary

The following rates of pay are minimum rates of pay for Store Managers engaged to work 50, 45 or 40 hours per week. Employees may be engaged to work a different number of hours per week, and would receive a pro rata payment of the 50 hour per week salary, based on the hours they are engaged to work.

##### Rates prior to being allocated a store to manage

Annual Salary (50 hours per week)	\$82,000
Annual Salary (45 hours per week)	\$73,775
Annual Salary (40 hours per week)	\$65,575

Plus superannuation calculated in accordance with the requirements of Superannuation Legislation. No Business Review Payment is payable.

##### Takeover of own store

	On takeover of own store	Year 2	Year 3	Year 4	Year 7
Annual Base Salary (50 hours per week)	\$59,575	\$66,075	\$72,575	\$79,075	\$85,575
Annual Base Salary (45 hours per week)	\$53,650	\$59,475	\$65,300	\$71,125	\$76,950
Annual Base Salary (40 hours per week)	\$47,700	\$52,925	\$58,075	\$63,300	\$68,450

Plus any Business Review Payment payable.

Plus superannuation calculated in accordance with the requirements of Superannuation Legislation.

Progression from one year to the next occurs on the next full month after the anniversary of takeover of own store.

#### B1.2. Business Review Payment

ALDI operates a Business Review Payment. It is designed to provide incentives to Employees that reflect the performance of the store. The amount of any payment will be determined and paid by ALDI on at least a monthly basis, based on the results of the previous calendar month.

The method used by ALDI to calculate the Business Review Payment may vary at ALDI's discretion, however for the purposes of the Better Off Overall Test, the Business Review Payment for Store Managers, upon takeover of a Store, will be a minimum of \$750.00 per month based on Store Managers working a 50 hour week.

On commencement of this Agreement, the Business Review Payment is made up of a Productivity Bonus and a Sales Bonus. Calculations for each of these bonuses are based on Employees engaged to work an average of 50 hours per week.

### Productivity Bonus

Calculated as:

125% of achieved productivity figure for the store for the previous month.

Productivity equals store sales divided by the total productive hours worked by all Employees in the store for the month.

### Sales Bonus

Based on monthly sales for the Store, cumulatively calculated as follows:

Monthly Sales	Payment of % of Monthly Sales
\$0 - \$600,000	0.100%
\$600,000 - \$1,000,000	0.075%
\$1,000,000 - \$1,500,000	0.050%
>\$1,500,000	0.025%

For example:

Monthly sales of \$800,000 would result in a payment of:

$$(0.100\% \times \$600,000) + (0.075\% \times \$200,000) = \$600 + \$150 \\ = \$750$$

Monthly sales of \$1,600,000 would result in a payment of:

$$(0.100\% \times \$600,000) + (0.075\% \times \$400,000) + (0.050\% \times \$500,000) + (0.025\% \times \$100,000) \\ = \$600 + \$300 + \$250 + \$25 = \$1,175$$

Employees acknowledge that the method by which the Business Review Payment is calculated is subject to the complete discretion of ALDI.

ALDI has the right at any time to vary the above formulas.

Superannuation will be calculated in accordance with the requirements of Superannuation Legislation and will include any Business Review Payment payable.

Store Managers engaged to work an average of fewer than 50 hours per week will receive a pro rata Business Review Payment based on the proportion of hours worked to 50 hours. For example, an Employee engaged to work an average of 40 hours a week would receive 80% of the above calculation.

## **B2. Assistant Store Manager**

### **B2.1. Salary**

The following rates of pay are minimum rates of pay for Assistant Store Managers engaged to work 50, 45 or 40 hours per week. Employees may be engaged to work a different number of hours per week, and would receive a pro rata payment of the 50 hour per week salary, based on the hours they are engaged to work.

#### Rates prior to being placed at a home store

Annual Salary (50 hours per week)	\$67,075
Annual Salary (45 hours per week)	\$60,350
Annual Salary (40 hours per week)	\$53,650

Plus superannuation calculated in accordance with the requirements of Superannuation Legislation. No Business Review Payment is payable.

Rates payable from being placed at a home store

	<b>On Placement</b>	<b>Year 2</b>
Annual Base Salary (50 hours per week)	\$58,650	\$63,050
Annual Base Salary (45 hours per week)	\$52,775	\$56,750
Annual Base Salary (40 hours per week)	\$46,925	\$50,450

Plus any Business Review Payment payable.

Plus superannuation calculated in accordance with the requirements of Superannuation Legislation.

Progression from one year to the next occurs on the next full month after the anniversary of placement at home store.

**B2.2. Business Review Payment**

ALDI operates a Business Review Payment. It is designed to provide incentives to Employees that reflect the performance of the store. The amount of any payment will be determined and paid by ALDI on at least a monthly basis, based on the results of the previous calendar month.

The method used by ALDI to calculate the Business Review Payment may vary at ALDI's discretion, however for the purposes of the Better Off Overall Test, the Business Review Payment for Assistant Store Managers, upon placement in a home Store, will be a minimum of \$550.00 per month, based on Assistant Store Managers working a 50 hour week.

On commencement of this Agreement, the Business Review Payment is made up of a Productivity Bonus and a Sales Bonus. Calculations for each of these bonuses are based on Employees engaged to work an average of 50 hours per week.

Productivity Bonus

Calculated as:

100% of achieved productivity figure for the store for the previous month.

Productivity equals store sales divided by the total productive hours worked by all Employees in the store for the month.

Sales Bonus

Based on monthly sales for the Store, cumulatively calculated as follows:

Monthly Sales	Payment of % of Monthly Sales
\$0 - \$600,000	0.0660%
\$600,000 - \$1,000,000	0.0440%
\$1,000,000 - \$1,500,000	0.0330%
>\$1,500,000	0.0165%

For example:

Monthly sales of \$800,000 would result in a payment of:

$$(0.0660\% \times \$600,000) + (0.0440\% \times \$200,000) = \$396 + \$88 = \$484$$

Monthly sales of \$1,600,000 would result in a payment of:

$$(0.0660\% \times \$600,000) + (0.0440\% \times \$400,000) + (0.0330\% \times \$500,000) + (0.0165\% \times \$100,000) \\ = \$396 + \$176 + \$165 + \$16.50 = \$753.50$$

Employees acknowledge that the method by which the Business Review Payment is calculated is subject to the complete discretion of ALDI.

ALDI has the right at any time to vary the above formulas.

Superannuation will be calculated in accordance with the requirements of Superannuation Legislation and will include any Business Review Payment payable.

Assistant Store Managers engaged to work an average of fewer than 50 hours per week will receive a pro rata Business Review Payment based on the proportion of hours worked to 50 hours. For example, an Employee engaged to work an average of 40 hours a week would receive 80% of the above calculation.

### **B3. Store Management Trainee**

#### **B3.1. Salary**

The following rates of pay are set for Store Management Trainees working 40 hours per week, including time spent in training.

	Year 1	Year 2	Year 3
Annual Salary	\$47,050	\$50,650	\$54,300

Plus superannuation calculated in accordance with the requirements of Superannuation Legislation. No Business Review Payment is payable.

Progression from one year to the next occurs on the next full month after the anniversary of the Employee's commencement as a Store Management Trainee with ALDI and is subject to satisfactory completion of Traineeship studies and training.

### **Part C – Leave and Holiday Entitlements**

#### Public Holiday Payment Arrangements

If a Salaried Store Employee works on a public holiday, then the Employee will be granted an additional day of paid leave in lieu of the public holiday. Hours worked on a public holiday will be included in the calculation of total hours worked for the purposes of calculating time off in lieu.

#### Annual Leave Entitlements

Annual leave will accrue at the rate of five (5) weeks' paid leave per annum. An annual leave loading is included in the salary as detailed in Part B. Any Business Review Payment payable will continue to be paid during periods of annual leave.

#### Personal/Carer's Leave Entitlements

The Employee will continue to be paid when the Employee is absent on Personal/Carer's Leave for a maximum of two (2) weeks (10 days) per year of service. Untaken leave accumulates from year to year. Any Business Review Payment payable will continue to be paid during periods of paid Personal/Carer's Leave.

### Compassionate Leave

Compassionate Leave will be paid calculated on the Employee's base salary and any Business Review Payment payable.

### Jury Service Leave

If the Employee is called for jury service, the Employee must notify ALDI as soon as possible. Where it is not possible for the Employee to be excused from such service, ALDI will pay the difference between the Employee's base salary plus any Business Review Payment payable and the amounts received in respect of jury service for a period of up to four (4) weeks. If jury service extends beyond this period, extension of salary maintenance payments will be at ALDI's discretion.

## **SCHEDULE 2 – Hourly Rate Store Employees**

This Schedule applies to all Store Employees engaged on an hourly rate basis (“Hourly Rate Store Employee”). At the time of commencement of this Agreement, this Schedule applied to Store Assistants and Stock Replenishers whose rates of pay are set out in this Schedule.

This Schedule will apply from the date of commencement of this Agreement, and will cease to apply when Schedule 6 commences.

The rates of pay and hours of work for Casual Employees are detailed in this Schedule, however Casual Employees are not entitled to paid public holidays, paid annual, paid personal/carer’s, paid compassionate or jury service leave or lump sum payments in lieu of annual leave loading.

### **Part A – Hours of Work and Overtime**

It is ALDI’s policy to be flexible and receptive to requests from employees to reduce their working hours. Therefore, in accordance with the National Employment Standards, where an Employee wishes to reduce the hours they are required to work, the Employee will identify the basis on which the hours to be worked are unreasonable. ALDI will not unreasonably deny any Employee request to reduce their hours of work. The applicable hourly rate and overtime and penalty rates will apply as set out in this Schedule to this Agreement. If the Employee and ALDI cannot reach agreement on the hours of work to apply to the Employee’s position, the Resolution of Disputes provision of this Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.

#### Ordinary Hours

Ordinary Hours may be worked by non-Limited Roster Hourly Rate Employees on average up to five (5) shifts per week.

These Ordinary Hours may be worked within the following span:

6.00am – 11.00pm Monday to Friday  
6.00am – 8.00pm Saturday  
6.00am – 8.00pm Sunday

Ordinary Hours may be worked by Limited Roster Hourly Rate Employees within the following span:

7.00am - 11.00pm Monday to Friday  
7.00am - 8.00pm Saturday  
6.00am - 8.00pm Sunday

#### Work Breaks

Work breaks will be taken as directed by the Store Manager, and will be timed to ensure customer service requirements are met.

Work breaks will be:

Shifts of up to 4 hours’ duration	1 x 15 minute paid break
Shifts of between 4 to 6 hours’ duration	1 x 20 minute paid break plus 10 minutes unpaid, to be taken as a 30 minute break
Shifts of more than 6 hours’ duration	2 x 15 minute paid breaks plus 1 x 30 minute unpaid break

## Overtime

All work required to be performed by Part-time and Casual Hourly Rate Employees:

(i) in excess of:

- 9 Ordinary Hours on any one day;
- 38 Ordinary Hours in one Week;
- 22 days in a calendar month;
- 165 Ordinary Hours in a calendar month; or

(ii) outside the span of hours set out in Ordinary Hours above or on Sundays for Casual Employees;

will be paid at the rate of time and a half of the applicable Hourly Rate set out in Part B.

Employees agree to work reasonable overtime as required. Payment for overtime will be made in the month after overtime is worked.

All work required to be performed by Full-time Hourly Rate Employees:

(i) in excess of:

- 9 Ordinary Hours on any one day;
- 22 days in a calendar month;
- 165 Ordinary Hours in a calendar month; or

(ii) outside the span of hours set out in Ordinary Hours above;

will be paid at the rate of time and a half of the applicable Hourly Rate set out in Part B.

Employees agree to work reasonable overtime as required. Payment for overtime will be made in the month after overtime is worked.

## Limited Roster Employees

Limited Roster Employees must be available to be rostered for at least nine (9) weekday shifts per month, plus up to two (2) Saturday and two (2) Sunday shifts per month. The Employee will be required to nominate the weekdays on which they are available to be rostered at any time. The Employee may be requested by the Store Manager to work additional shifts as Ordinary Hours on other days not nominated by the Employee, but may refuse this request.

## **Part B – Remuneration**

The following rates of pay are minimum rates for each classification, applicable at the time of this Agreement being made. All existing hourly rates of pay contained in current AWAs will continue to operate, and will continue to be reviewed annually. These AWA hourly rates of pay will continue to apply, even where the Employee's AWA ceases to operate and this Agreement applies. No Employee's hourly rate of pay will be reduced as a result of entering into this Agreement. Where reference is made to "an applicable hourly rate in Part B" (for example in the Overtime provision of Part A), that hourly rate will be the hourly rate the Employee receives under either this Agreement or their AWA hourly rate of pay for their classification, whichever is the higher.

Shift loading, penalties and overtime rates are based on the hourly rate set out in Part B and are not cumulative.

The hourly rate shown is based on the requirement to work flexibly, and is inclusive of all allowances, including, but not limited to laundry, meal, dairy-room and freezer-room allowances. Where applicable, the hourly rate also recognises the requirement to work on Saturdays and Sundays as needed.

## CBD Employees

Throughout NSW and the ACT, ALDI has nominated a number of stores where a different rate of pay will apply. ALDI may amend this list at its complete discretion. As at the date of this Agreement, the following stores are considered to be CBD Stores. For the time an Employee works in one of the Stores listed below, whether on a permanent or temporary basis, they will receive the CBD rate of pay. This list includes stores which are not covered by this Agreement.

CBD Stores are:

Brookvale	Manly Wharf
Canterbury	Marrickville Metro
Chatswood	Mona Vale
Edgecliff	North Sydney
Leichhardt	Top Ryde
Waterloo	Dee Why
Queanbeyan	
All Stores in the Australian Capital Territory	

If a CBD Employee is required to work at a Store outside the CBD, the rate of pay listed for non-CBD Stores will apply.

## Remuneration

Bankable Rate per Hour

	18 Years and Over (Adult Rate)
Store Assistant working any 5 out of 7 days at non-CBD Stores	\$22.60
Store Assistant working any 5 out of 7 days at CBD Stores	\$23.80
Store Assistant working a Limited Roster at non-CBD Stores	\$21.60
Store Assistant working a Limited Roster at CBD Stores	\$22.80
Stock Replenisher working at non-CBD Stores	\$21.00
Stock Replenisher working at CBD Stores	\$22.20
Casual Stock Replenisher working at non-CBD Stores	\$23.80
Casual Stock Replenisher working at CBD Stores	\$24.80

Casual rates of pay are inclusive of casual loading and payment in lieu of annual leave.

Superannuation will be calculated in accordance with the requirements of Superannuation Legislation.

## Junior Employees

Junior Employees are aged under 18 years and will receive Junior rates of pay.

	% of Adult Rate
Employees aged 16 years and under	70%
Employees aged 17 years	80%

Junior Employees will progress to the next pay rate in the next full month after their birthday.

## Deputy Store Managers

Store Assistants may be invited to deputise for the Store Manager from time to time. If this occurs, the Employee will be trained in store management procedures and will be paid an additional allowance for each hour worked as Deputy Store Manager. This allowance will be paid in the month after these hours have been worked.

Deputy Allowance (Rate per Hour)	\$9.00
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### Sunday Loading

All non-Casual Hourly Rate Store Employees will receive a Sunday Loading in addition to the hourly rates of pay shown above.

Sunday Loading (Rate per Hour)	\$9.00
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The Sunday Loading will be paid for each ordinary hour worked on a Sunday. The Sunday Loading is included in the calculation of superannuation, but is not paid during periods of leave. If overtime is worked on a Sunday, or if a public holiday falls on a Sunday, the Sunday Loading will not be paid for these hours worked, as the entitlement to overtime or penalty rates will apply.

Deputy Store Managers will receive the Sunday Loading in addition to the Deputy Store Manager Allowance for any hours worked as a Deputy on a Sunday.

### **Part C – Leave and Holiday Entitlements**

#### Public Holidays

Where Employees are required to work on a public holiday, they will be paid at double the rate set out in Part B in the month after the public holiday is worked. No overtime is separately payable on public holidays. If non-Casual Hourly Rate Store Employees are not required to work on a public holiday, the Employee will receive payment of the hourly rate in Part B for the Employee's Average Hours calculated over the previous 12 months.

No payment will be made to Employees engaged on a Limited Roster for public holidays falling on the agreed days when the Employee is not available to be rostered. No payment will be made to Casual Employees who do not work on a public holiday.

#### Annual Leave Entitlements and Payment

Annual leave for all non-Casual Hourly Rate Store Employees will accrue at the rate of four (4) weeks' paid leave per annum, calculated based on Ordinary Time Hours per month. Payment for each day of annual leave will be at the hourly rate set out in Part B for the Employee's Average Hours calculated over the previous 12 months.

A lump sum payment to a maximum as set out below, based on a 38 hour week, will be paid on 15<sup>th</sup> December each year in lieu of annual leave loading to all non-Casual Hourly Rate Store Employees employed as at 1<sup>st</sup> December. A pro rata payment will be made to employees with less than 12 months' service as at 1<sup>st</sup> December. Calculations of each Employee's payment will be based on the Employee's Average Hours calculated over the previous 12 months.

	Maximum Lump Sum Payment
Store Assistant/ Stock Replenisher	\$583

#### Personal/Carer's Leave

All non-Casual Hourly Rate Store Employees will continue to be paid when absent on Personal/Carer's Leave, for a maximum of 10 days per year of service, calculated based on Ordinary Time Hours per month. Untaken leave accumulates from year to year. Payment for Personal/Carer's Leave will be at the Bankable Hourly rate in Part B for the Employee's Average Hours calculated over the previous 12 months.

Paid leave will only be granted to Employees engaged on a Limited Roster for shifts on the agreed days on which the Employee is usually available to be rostered.

Casual Employees are entitled to unpaid carer's leave in accordance with the National Employment Standards.

### Compassionate Leave

Payment for each day of compassionate leave for all non-Casual Hourly Rate Store Employees will be based on the Bankable Hourly rate set out in Part B for the Employee's Average Hours calculated over the previous 12 months.

Paid leave will only be granted to Employees engaged on a Limited Roster for shifts on the agreed days on which the Employee is usually available to be rostered.

Casual Employees are entitled to unpaid compassionate leave in accordance with the National Employment Standards.

### Jury Service Leave

If an Employee is called for jury service, the Employee must notify ALDI as soon as possible. Where it is not possible for the Employee to be excused from such service, ALDI will pay the difference between the Employee's Bankable Hourly Rate for Average Hours calculated over the 12 months prior to their absence and the amounts received in respect of jury service for a period of up to four (4) weeks for all non-Casual Hourly Rate Store Employees. In the event jury service extends beyond this period, extension of salary maintenance payments will be at ALDI's discretion.

## **SCHEDULE 3 – Warehouse Employees**

This Schedule applies to all Employees engaged to work in ALDI's Distribution Centre ("Warehouse Employees"). At the time of commencement of this Agreement, this Schedule applied to Warehouse Operators, Warehouse Mechanics, Warehouse Caretakers and Palletisers whose rates of pay are set out in this Schedule.

This Schedule will apply from the date of commencement of this Agreement, and will cease to apply when Schedule 7 commences.

### **Part A – Hours of Work and Overtime**

#### Hours of Work

Warehouse Employees may be engaged as Hourly Rate Employees ("Hourly Rate Warehouse Employees").

Hourly Rate Warehouse Employees may be required to work at any time on any day in a Week, Monday to Sunday. Their hours of work will be averaged over a monthly period. On average, employees will work up to five (5) shifts per week.

A shift worker for the purposes of this Schedule is an employee who is required to work regularly outside the hours of 5.00am and 6.00pm – i.e. they are in receipt of a shift loading for all shifts worked on Monday – Friday.

The hours to be worked are agreed with the Employee on commencement. It is ALDI's policy to be flexible and receptive to requests from employees to reduce their working hours. Therefore, in accordance with the National Employment Standards, where an Employee wishes to reduce the hours they are required to work, the Employee will identify the basis on which the hours to be worked are unreasonable. ALDI will not unreasonably deny any Employee request to reduce their hours of work. Hourly Rate Employees will receive the applicable hourly rate and overtime and penalty rates as set out in this Schedule. If the Employee and ALDI cannot reach agreement on the hours of work to apply to the Employee's position, the Resolution of Disputes provision of this Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.

#### Work Breaks

Work breaks will be taken as directed by the Direct Leader, and will be timed to ensure business requirements are met.

Work breaks will be:

Shifts of up to 6 hours' duration	1 x 20 minute paid break plus 10 minutes unpaid, to be taken as a 30 minute break
Shifts of more than 6 hours' duration	1 x 20 minute paid break plus 1 x 30 minute unpaid break

## Overtime

All work performed by Hourly Rate Warehouse Employees in excess of:

- 9 ordinary hours on any one day; or
- 40 ordinary hours in one Week; or
- 22 days in a calendar month; or
- 173 ordinary hours in a calendar month

will be Overtime and will be paid at the rate of time and a half of the Bankable Hourly Rate as set out in Part B.

Ordinary hours include hours which attract a shift loading, but do not include Overtime hours.

All hours worked between 5.00am - 6.00pm Monday to Friday will be paid in accordance with Part B.

All hours worked between Monday and Friday, which are not between 5.00am - 6.00pm, will be paid in accordance with Part B.

All hours worked on a Saturday, Sunday and Public Holiday will be paid in accordance with Part B.

Where shifts extend beyond midnight, any shift loadings or penalties payable will be calculated on the basis of hours worked in the shift on each day.

Shift loadings, penalty and Overtime rates payable are based on the Bankable Hourly Rate set out in Part B and are not cumulative.

Payment for allowances, overtime, shift loadings and penalties will be made in the month after these shifts are worked.

## **Part B – Remuneration**

### Hourly Rate Warehouse Employees

These rates include all allowances such as but not limited to, chiller allowance, dairy allowance, fork-lift allowance, first aid allowance, meal allowance, and laundry allowance, except any Additional Allowances payable as detailed below.

#### **Warehouse Operator available to work any 5 out of 7 days - Bankable Hourly Rate**

Rate per Hour	Year 1	Year 2	Year 3	Year 4
Monday to Friday (5.00am - 6.00pm)	\$28.80	\$29.70	\$30.30	\$32.10

#### **Warehouse Mechanic available to work any 5 out of 7 days - Bankable Hourly Rate**

Rate per Hour	Year 1	Year 2	Year 3	Year 4
Monday to Friday (5.00am-6.00pm)	\$28.80	\$29.70	\$30.30	\$32.10

Progression from one year to the next occurs in the next full month after the anniversary date of the Employee's commencement with ALDI.

#### **Palletiser available to work any 5 out of 7 days - Bankable Hourly Rate**

Rate per Hour Monday to Friday (5.00am - 6.00pm)	\$26.50
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#### **Warehouse Caretaker available to work any 5 out of 7 days - Bankable Hourly Rate**

Rate per Hour Monday to Friday (5.00am - 6.00pm)	\$26.50
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## Additional Allowances

Where the Employee is required to work in the Freezer Store, a Freezer Allowance will be paid for each hour worked in the Freezer Store. This Allowance will be paid in the month after these hours have been worked.

Freezer Allowance (Rate per Hour)	\$2.95
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Employees may be invited to work as a Section Leader within the Distribution Centre. If this occurs, the Employee will be trained in Section Leader procedures and will be paid an additional allowance for each hour worked as a Section Leader. This Allowance will be paid in the month after these hours have been worked.

Section Leader Allowance (Rate per Hour)	\$3.55
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## Shift Loadings

Calculated based on Bankable Hourly Rate

Shift Loading - Monday to Friday (6.00pm - 12.00am)	+15%
Shift Loading - Monday to Friday (12.00am - 5.00am)	+20%
Shift Loading all Saturday	+ 50%
Shift Loading all Sunday	+100%

## Penalty Rates

Calculated based on Bankable Hourly Rate

Penalty Rate – Public Holiday (excluding Good Friday and Christmas Day)	+100%
Penalty Rate – Good Friday and Christmas Day	+200%

## Superannuation

Superannuation will be calculated in accordance with the requirements of Superannuation Legislation, and will include all allowances and shift loadings.

Plus superannuation calculated in accordance with the requirements of Superannuation Legislation.

## Part C – Leave and Holiday Entitlements

### Public Holidays

Where an Hourly Rate Warehouse Employee is required to work on a public holiday they will be paid in accordance with Part B. No overtime is separately payable on public holidays.

If Hourly Rate Warehouse Employees are not required to work on a public holiday, the Employee will receive payment of the Bankable Hourly Rate in Part B for the Employee's Average Hours calculated over the previous 12 months. Employees who receive payment of a Freezer or Section Leader allowance for all hours worked will also receive payment of these allowances.

### Annual Leave Entitlements and Payment

Annual leave will accrue for Hourly Rate Warehouse Employees at the rate of four (4) weeks' paid leave per annum, calculated based on Ordinary Time Hours per month. Payment for each day of annual leave will be at the Bankable Hourly Rate set out in Part B for the Employee for the Employee's Average Hours calculated over the previous 12 months. Employees who receive payment of a Freezer or Section Leader allowance for all hours worked will also receive payment of these allowances.

A lump sum payment to a maximum set out below, based on a 40 hour week, will be paid on 15<sup>th</sup> December each year in lieu of annual leave loading to all Hourly Rate Warehouse Employees employed as at 1<sup>st</sup> December. A pro rata payment will be made to Employees with less than 12 months' service as at 1<sup>st</sup> December. Calculations of each employee's payment will be based on the Employee's Average Hours calculated over the previous 12 months.

	Maximum Lump Sum Payment
Warehouse Operator	\$880
Warehouse Mechanic	\$880
Warehouse Caretaker	\$672
Palletiser	\$672

#### Personal/Carer's Leave

Hourly Rate Warehouse Employees will continue to be paid when the Employee is absent on Personal/Carer's Leave, for a maximum of two (2) weeks (10 days) per year of service, calculated based on Ordinary Time Hours per month. Untaken leave accumulates from year to year.

Payment for each day of Personal/Carer's Leave will be at the Bankable Hourly Rate set out in Part B for the Employee's Average Hours calculated over the previous 12 months. Employees who receive payment of a Freezer or Section Leader allowance for all hours worked will also receive payment of these allowances.

#### Compassionate Leave

Payment for Hourly Rate Warehouse Employees will be calculated for each day of compassionate leave based on the Bankable Hourly Rate set out in Part B for the Employee's Average Hours calculated over the previous 12 months.

#### Jury Service Leave

If an Hourly Rate Warehouse Employee is called for jury service, the Employee must notify ALDI as soon as possible. Where it is not possible for the Employee to be excused from such service, ALDI will pay the difference between the Employee's Bankable Hourly Rate set out in Part B for the Employee's Average Hours calculated over the 12 months prior to their absence and the amounts received in respect of jury service, for a period of up to four (4) weeks for all Employees. In the event jury service extends beyond this period, extension of salary maintenance payments will be at ALDI's discretion. Employees who receive payment of a Freezer or Section Leader allowance for all hours worked will have these allowances included in the calculation of payment for jury service.

## **SCHEDULE 4 – Transport and Distribution Employees**

This Schedule applies to all Employees engaged to work in ALDI's Transport and Distribution function. At the time of commencement of this Agreement, this Schedule applied to Transport Operators whose rates of pay are set out in this Schedule.

This Schedule will apply from the date of commencement of this Agreement, and will cease to apply when Schedule 8 commences.

### **Part A – Hours of Work and Overtime**

#### Hours of Work

It is ALDI's policy to be flexible and receptive to requests from employees to reduce their working hours. Therefore, in accordance with the National Employment Standards, where an Employee wishes to reduce the hours they are required to work, the Employee will identify the basis on which the hours to be worked are unreasonable. ALDI will not unreasonably deny any Employee request to reduce their hours of work. Employees will receive the applicable hourly rate and overtime and penalty rates as set out in this Schedule. If the Employee and ALDI cannot reach agreement on the hours of work to apply to the Employee's position, the Resolution of Disputes provision of this Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.

Employees engaged on an hourly basis (Hourly Rate Employees) may be required to work at any time on any day in a week Monday to Sunday. Hours of work will be averaged over a monthly period. Employees will work on average up to five (5) shifts in a week.

#### Work Breaks

Work breaks will be taken as directed by the Direct Leader and will be timed to ensure business and safe driving requirements are met.

Work breaks will be:

Shifts of up to 5.5 hours' duration	1 x 15 minute paid break plus 1 x 15 minute unpaid break
Shifts of more than 5.5 hours' duration	2 x 15 minute paid breaks plus 1 x 30 minute unpaid break

A minimum 10 hour break will be given between the completion of one shift (including overtime) and the commencement of the next shift.

#### Overtime

All work performed in excess of:

- 10 ordinary hours on any one day; or
- 50 ordinary hours in one Week; or
- 22 days in a calendar month; or
- 217 ordinary hours in a calendar month

will be Overtime and will be paid at the rate of time and a half of the Bankable Hourly Rate as set out in Part B.

Ordinary hours include hours which attract a shift loading, but do not include Overtime hours.

All hours worked between 5.00am - 6.00pm Monday to Friday will be paid in accordance with Part B.

All hours worked between Monday and Friday, which are not between 5.00am - 6.00pm, will be paid in accordance with Part B.

All hours worked on a Saturday, Sunday and Public Holiday will be paid in accordance with Part B.

Where shifts extend beyond midnight, any shift loadings or penalties will be calculated on the basis of hours worked in the shift on each day.

Shift loadings, penalty and Overtime rates payable are based on the Bankable Hourly Rate set out in Part B and are not cumulative.

Payment for allowances, overtime, shift loadings and penalties will be made in the month after these shifts are worked.

## Part B – Remuneration

### Hourly Rate Employees

#### Transport Operator – Bankable Hourly Rate

Rate per Hour	
Monday to Friday (5.00am – 6.00pm)	\$29.40

This rate includes all allowances such as but not limited to, chiller allowance, freezer allowance, dairy allowance, fork-lift allowance, tail-gate allowance, first aid allowance, meal allowances, and laundry allowance, except any Additional Allowances payable as detailed below.

#### Additional Allowances

Where the Employee is required to drive a B-Double articulated vehicle, a B-Double Allowance will be paid for each hour in which the Employee is rostered to drive a B-Double vehicle. This Allowance will be paid in the month after these hours have been worked.

B-Double Allowance (Rate per Hour)	\$1.30
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Employees may be invited to work as a Section Leader within the Transport and Distribution Function. If this occurs, the Employee will be trained in Section Leader procedures and will be paid an additional allowance for each hour worked as a Section Leader. This Allowance will be paid in the month after these hours have been worked.

Section Leader Allowance (Rate per Hour)	\$3.55
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#### Shift Loadings

Calculated based on Bankable Hourly Rate

Shift Loading - Monday to Friday (6.00pm – 12.00am)	+12.5%
Shift Loading - Monday to Friday (12.00am – 5.00am)	+25%
Shift Loading - all Saturday	+50%
Shift Loading - all Sunday	+100%

#### Penalty Rates

Calculated based on Bankable Hourly Rate

Penalty Rate - Public Holidays (excluding Good Friday and Christmas Day)	+100%
Penalty Rate - Good Friday and Christmas Day	+200%

## **Superannuation**

Superannuation will be calculated in accordance with the requirements of Superannuation Legislation, and will include all allowances and shift loadings.

## **Part C – Leave and Holiday Entitlements**

### Public Holidays

Where an Hourly Rate Transport and Distribution Employee is required to work on a public holiday they will be paid in accordance with Part B. No overtime is separately payable on public holidays.

If an Employee is not required to work on a public holiday, the Employee will receive payment of the Bankable Hourly Rate in Part B, for the Employee's Average Hours calculated over the previous 12 months. Employees who receive payment of a B-Double or Section Leader allowance for all hours worked will also receive payment of these allowances.

### Annual Leave Entitlements and Payment

A shift worker for the purposes of this Schedule is an employee who is required to work regularly outside the hours of 5.00am and 6.00pm – i.e. they are in receipt of a shift loading for all shifts worked on Monday - Friday.

All Transport and Distribution Employees will receive a maximum of five (5) weeks paid leave per annum, calculated based on Ordinary Time Hours per month.

Annual leave will accrue for Employees at the rate of five (5) weeks' paid leave per annum, calculated based on Ordinary Time Hours per month. Payment for each day of annual leave will be at the Bankable Hourly Rate set out in Part B for the Employee for the Employee's Average Hours, calculated over the previous 12 months. Employees who receive payment of a B-Double or Section Leader allowance for all hours worked will also receive payment of these allowances.

A lump sum payment to a maximum set out below, based on a 45 hour week, will be paid on 15<sup>th</sup> December each year in lieu of annual leave loading to all Employees employed as at 1<sup>st</sup> December. A pro rata payment will be made to employees with less than 12 months' service as at 1<sup>st</sup> December. Calculations of each employee's payment will be based on the Employee's Average Hours calculated over the previous 12 months.

	Maximum Lump Sum Payment
Transport Operator	\$880

### Personal/Carer's Leave

Employees' wages will continue to be paid when the Employee is absent on Personal/Carer's Leave, for a maximum of 10 days per year of service, calculated based on Ordinary Time Hours per month. Untaken leave accumulates from year to year.

Payment for each day of Personal/Carer's Leave will be at the Bankable Hourly Rate set out in Part B for the Employee's Average Hours calculated over the previous 12 months. Employees who receive payment of a B-Double or Section Leader allowance for all hours worked will also receive payment of these allowances.

### Compassionate Leave

Payment for each day of compassionate leave will be at the Bankable Hourly Rate set out in Part B for the Employee's Average Hours calculated over the previous 12 months.

### Jury Service Leave

If an Employee is called for jury service, the Employee must notify ALDI as soon as possible. Where it is not possible for the Employee to be excused from such service, ALDI will pay the difference between the Employee's Bankable Hourly Rate set out in Part B, for the Employee's Average Hours calculated over the 12 months prior to their absence and the amounts received in respect of jury service, for a period of up to four (4) weeks. In the event jury service extends beyond this period, extension of salary maintenance payments will be at ALDI's discretion. Employees who receive payment of a B-Double or Section Leader allowance for all hours worked will have these allowances included in the calculation of payment for jury service.

## **SCHEDULE 5 – Salaried Store Employees - Fortnightly Pay Arrangements**

This Schedule will commence during the life of this Agreement and will replace Schedule 1 in its entirety. Employees will be provided with at least 3 months' notice of the commencement of this Schedule. Where there are any inconsistencies between the Agreement and this Schedule from the commencement of this Schedule, the provisions of this Schedule will apply.

This Schedule applies to all Store Employees engaged as Salaried Employees ("Salaried Store Employees"). At the time of commencement of this Agreement, this Schedule applied to Store Managers, Assistant Store Managers and Store Management Trainees.

### **Part A – Hours of Work and Overtime**

Salaried Store Employees will be required to work any five (5) out of seven (7) days in a week Monday to Sunday, as rostered, and to work such hours as are necessary to meet the needs of the position, including work on Saturdays, Sundays and Public Holidays as required.

To complete the requirements of their position, it is expected that Salaried Store Employees will work 38 ordinary hours plus an average number of additional hours per week as agreed with each Employee on commencement of employment. This agreed number of additional hours cannot be varied by ALDI, except with the agreement of the Employee.

At ALDI's discretion, the additional hours required to be worked by a particular classification may be amended, and a commensurate change in remuneration may also occur. Affected employees will be consulted in accordance with Clause 31 of this Agreement.

The reasonable additional hours to be worked by full-time employees over 38 per week are agreed with the Employee on commencement. It is ALDI's policy to be flexible and receptive to requests from employees to reduce their working hours. Therefore, in accordance with the National Employment Standards, where an Employee wishes to reduce the hours they are required to work, the Employee will identify the basis on which the hours to be worked are unreasonable. ALDI will not unreasonably deny any Employee request to reduce their hours of work. A pro rata salary will apply to Salaried Employees based on the proportion of a 50 hour week to the hours the Employee works. If the Employee and ALDI cannot reach agreement on the hours of work to apply to the Employee's position, the Resolution of Disputes provision of this Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.

Where an Employee works more than the agreed number of additional hours in a week, these hours will be recorded and may be taken as time off in lieu at a later date. Where the Employee works fewer than the agreed number of additional hours in a week, these hours will be recorded and must be made up by additional hours being worked at a later date. Where an Employee resigns or is dismissed, they will be required to take any accrued time off in lieu during the notice period. No additional payment will be made for time off in lieu where ALDI makes payment in lieu of notice.

At least one unpaid meal break of 30 minutes will be taken each day. The timing of this break will be based on business requirements.

The Employee's salary as prescribed in Part B of this Schedule, and separately advised to each Employee, is for all hours worked, including on Saturdays, Sundays and Public Holidays. Salaried Store Employees will not be entitled to any additional payments (such as allowances, loadings or penalty rates) for working overtime or on weekends or public holidays, or for hours worked in a week in excess of the total hours agreed to be worked by the Employee, or, where applicable, for hours required to complete on-the-job and off-the-job training in accordance with Traineeship training plans, or where applicable, for callouts for which the Employee is required to be available.

The hours of work for Salaried Store Employees in a formal Traineeship includes both on-the-job and off-the-job training in accordance with the Employee's Traineeship. Off-the-job training means time spent in attendance at formal classes only.

## **Part B – Remuneration**

Salaried Store Employees will receive a base annual salary plus any applicable Business Review Payment, as set out in the pay scales listed below. These salary figures include all allowances.

### **B1. Store Manager**

#### **B1.1. Salary**

The following rates of pay are minimum rates of pay for Store Managers engaged to work 50, 45 or 40 hours per week. Employees may be engaged to work a different number of hours per week, and would receive a pro rata payment of the 50 hour per week salary, based on the hours they are engaged to work.

#### Rates prior to being allocated a store to manage

Annual Salary (50 hours per week)	\$82,000
Annual Salary (45 hours per week)	\$73,775
Annual Salary (40 hours per week)	\$65,575

Plus superannuation calculated in accordance with the requirements of Superannuation Legislation. No Business Review Payment is payable.

#### Takeover of own store

	On takeover of own store	Year 2	Year 3	Year 4	Year 7
Annual Base Salary (50 hours per week)	\$59,575	\$66,075	\$72,575	\$79,075	\$85,575
Annual Base Salary (45 hours per week)	\$53,650	\$59,475	\$65,300	\$71,125	\$76,950
Annual Base Salary (40 hours per week)	\$47,700	\$52,925	\$58,075	\$63,300	\$68,450

Plus any Business Review Payment payable.

Plus superannuation calculated in accordance with the requirements of Superannuation Legislation.

Progression from one year to the next occurs on the next full pay period after the anniversary of takeover of own store.

#### **B1.2. Business Review Payment**

ALDI operates a Business Review Payment. It is designed to provide incentives to Employees that reflect the performance of the store. The amount of any payment will be determined and paid by ALDI on a fortnightly basis, based on the results of the previous Fortnight.

The method used by ALDI to calculate the Business Review Payment may vary at ALDI's discretion, however for the purposes of the Better Off Overall Test, the Business Review Payment for Store Managers, upon takeover of a Store, will be a minimum of \$350.00 per Fortnight based on Store Managers working a 50 hour week.

On commencement of this Agreement, the Business Review Payment is made up of a Productivity Bonus and a Sales Bonus. Calculations for each of these bonuses are based on Employees engaged to work an average of 50 hours per week.

#### Productivity Bonus

Calculated as:

125% of achieved productivity figure for the store for the previous Fortnight.

Productivity equals store sales divided by the total productive hours worked by all Employees in the store for the previous Fortnight, multiplied by \$0.4625.

#### Sales Bonus

Based on Fortnightly sales for the Store, cumulatively calculated as follows:

Fortnightly Sales	Payment of % of Fortnightly Sales
\$0 - \$280,000	0.100%
\$280,000 - \$465,000	0.075%
\$465,000 - \$695,000	0.050%
>\$695,000	0.025%

For example:

Fortnightly sales of \$400,000 would result in a payment of:

$$(0.100\% \times \$280,000) + (0.075\% \times \$120,000) = \$280 + \$90 \\ = \$370$$

Fortnightly sales of \$800,000 would result in a payment of:

$$(0.100\% \times \$280,000) + (0.075\% \times \$185,000) + (0.050\% \times \$230,000) + (0.025\% \times \$105,000) \\ = \$280 + \$138.75 + \$115 + \$26.25 = \$560$$

Employees acknowledge that the method by which the Business Review Payment is calculated is subject to the complete discretion of ALDI.

ALDI has the right at any time to vary the above formulas.

Superannuation will be calculated in accordance with the requirements of Superannuation Legislation and will include any Business Review Payment payable.

Store Managers engaged to work an average of fewer than 50 hours per week will receive a pro rata Business Review Payment based on the proportion of hours worked to 50 hours. For example, an Employee engaged to work an average of 40 hours a week would receive 80% of the above calculation.

## **B2. Assistant Store Manager**

### **B2.1. Salary**

The following rates of pay are minimum rates of pay for Assistant Store Managers engaged to work 50, 45 or 40 hours per week. Employees may be engaged to work a different number of hours per week, and would receive a pro rata payment of the 50 hour per week salary, based on the hours they are engaged to work.

Rates prior to being placed at a home store

Annual Salary (50 hours per week)	\$67,075
Annual Salary (45 hours per week)	\$60,350
Annual Salary (40 hours per week)	\$53,650

Plus superannuation calculated in accordance with the requirements of Superannuation Legislation. No Business Review Payment is payable.

Rates payable from being placed at a home store

	On Placement	Year 2
Annual Base Salary (50 hours per week)	\$58,650	\$63,050
Annual Base Salary (45 hours per week)	\$52,775	\$56,750
Annual Base Salary (40 hours per week)	\$46,925	\$50,450

Plus any Business Review Payment payable.

Plus superannuation calculated in accordance with the requirements of Superannuation Legislation.

Progression from one year to the next occurs on the next full pay period after the anniversary of placement at home store.

**B2.2. Business Review Payment**

ALDI operates a Business Review Payment. It is designed to provide incentives to Employees that reflect the performance of the store. The amount of any payment will be determined and paid by ALDI on a Fortnightly basis, based on the results of the previous Fortnight.

The method used by ALDI to calculate the Business Review Payment may vary at ALDI's discretion, however for the purposes of the Better Off Overall Test, the Business Review Payment for Assistant Store Managers, upon placement in a home Store, will be a minimum of \$255.00 per Fortnight based on Assistant Store Managers working a 50 hour week.

On commencement of this Agreement, the Business Review Payment for Assistant Store Managers, upon placement in a home Store, is made up of a Productivity Bonus and a Sales Bonus. Calculations for each of these bonuses are based on Employees engaged to work an average of 50 hours per week.

Productivity Bonus

Calculated as:

100% of achieved productivity figure for the store for the previous Fortnight.

Productivity equals store sales divided by the total productive hours worked by all Employees in the store for the previous Fortnight, multiplied by \$0.4625.

Sales Bonus

Based on Fortnightly sales for the Store, cumulatively calculated as follows:

Fortnightly Sales	Payment of % of Fortnightly Sales
\$0 - \$280,000	0.0660%
\$280,000 - \$465,000	0.0440%
\$465,000 - \$695,000	0.0330%
>\$695,000	0.0165%

For example:

Fortnightly sales of \$400,000 would result in a payment of:

$$(0.0660\% \times \$280,000) + (0.0440\% \times \$120,000) \\ = \$184.80 + \$52.80 = \$237.60$$

Fortnightly sales of \$800,000 would result in a payment of:

$$(0.0660\% \times \$280,000) + (0.0440\% \times \$185,000) + (0.0330\% \times \$230,000) + (0.0165\% \times \$105,000) \\ = \$184.80 + \$81.40 + \$75.90 + \$17.33 = \$359.43$$

Employees acknowledge that the method by which the Business Review Payment is calculated is subject to the complete discretion of ALDI.

ALDI has the right at any time to vary the above formulas.

Superannuation will be calculated in accordance with legislation and will include any Business Review Payment payable.

Assistant Store Managers engaged to work an average of fewer than 50 hours per week will receive a pro rata Business Review Payment based on the proportion of hours worked to 50 hours. For example, an Employee engaged to work an average of 40 hours a week would receive 80% of the above calculation.

### **B3. Store Management Trainee**

#### **B3.1. Salary**

The following rates of pay are set for Store Management Trainees working 40 hours per week, including time spent in training.

	Year 1	Year 2	Year 3
Annual Salary	\$47,050	\$50,650	\$54,300

Plus superannuation calculated in accordance with the requirements of Superannuation Legislation. No Business Review Payment is payable.

Progression from one year to the next occurs on the next full pay period after the anniversary of the Employee's commencement as a Store Management Trainee with ALDI and is subject to satisfactory completion of Traineeship studies and training.

#### **Payment Arrangements for Fortnightly Pay**

Each pay period commences on Monday and finishes 14 days later, on the Sunday shift of the following week. On or by the Thursday following the end of the pay period, Employees will be paid as follows:

- Payment of a fortnightly installment of the Employee's annual base salary for the previous Fortnight
- Payment of any Business Review Payment payable for the previous Fortnight

## **Part C – Leave and Holiday Entitlements**

### Public Holiday Payment Arrangements

If a Salaried Store Employee works on a public holiday, then the Employee will be granted an additional day of paid leave in lieu of the public holiday. Hours worked on a public holiday will be included in the calculation of total hours worked for the purposes of calculating time off in lieu.

### Annual Leave Entitlements

Annual leave will accrue at the rate of five (5) weeks' paid leave per annum. An annual leave loading is included in the salary as detailed in Part B. Any Business Review Payment payable will continue to be paid during periods of annual leave.

### Personal/Carer's Leave Entitlements

The Employee will continue to be paid when the Employee is absent on Personal/Carer's Leave, for a maximum of two (2) weeks (10 days) per year of service. Untaken leave accumulates from year to year. Any Business Review Payment payable will continue to be paid during periods of paid Personal/Carer's Leave.

### Compassionate Leave

Compassionate Leave will be paid calculated on the Employee's base salary and any Business Review Payment payable.

### Jury Service Leave

If the Employee is called for jury service, the Employee must notify ALDI as soon as possible. Where it is not possible for the Employee to be excused from such service, ALDI will pay the difference between the Employee's base salary plus any Business Review Payment payable and the amounts received in respect of jury service for a period of up to four (4) weeks. If jury service extends beyond this period, extension of salary maintenance payments will be at ALDI's discretion.

## **SCHEDULE 6 – Hourly Rate Store Employees - Fortnightly Pay Arrangements**

This Schedule will commence during the life of this Agreement and will replace Schedule 2 in its entirety. Employees will be provided with at least 3 months' notice of the commencement of this Schedule. Where there are any inconsistencies between the Agreement and this Schedule from the commencement of this Schedule, the provisions of this Schedule will apply.

This Schedule applies to all Store Employees engaged on an hourly rate basis ("Hourly Rate Store Employees"). At the time of commencement of this Agreement, this Schedule applied to Store Assistants and Stock Replenishers, whose rates of pay are set out in this Schedule.

The rates of pay and hours of work for Casual Employees are detailed in this Schedule, however Casual Employees are not entitled to paid public holidays, paid annual, paid personal/carer's, paid compassionate or jury service leave or lump sum payments in lieu of annual leave loading.

### **Part A - Hours of Work and Overtime**

It is ALDI's policy to be flexible and receptive to requests from employees to reduce their working hours. Therefore, in accordance with the National Employment Standards, where an Employee wishes to reduce the hours they are required to work, the Employee will identify the basis on which the hours to be worked are unreasonable. ALDI will not unreasonably deny any Employee request to reduce their hours of work. The applicable hourly rate and overtime and penalty rates will apply as set out in this Schedule to this Agreement. If the Employee and ALDI cannot reach agreement on the hours of work to apply to the Employee's position, the Resolution of Disputes provision of this Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.

#### Ordinary Hours

Ordinary Hours may be worked by non-Limited Roster Hourly Rate Employees on average up to five (5) shifts per week and may be worked within the following span:

6.00 am - 11.00 pm Monday to Friday  
6.00 am - 8.00 pm Saturday  
6.00 am - 8.00 pm Sunday

Ordinary Hours may be worked by Limited Roster Hourly Rate Employees within the following span:

7.00 am - 11.00 pm Monday to Friday  
7.00 am - 8.00 pm Saturday  
6.00 am - 8.00 pm Sunday

#### Work Breaks

Work breaks will be taken as directed by the Store Manager, and will be timed to ensure customer service requirements are met.

Work breaks will be:

Shifts of up to 4 hours' duration	1 x 15 minute paid break
Shifts of between 4 and 6 hours' duration	1 x 20 minute paid break plus 10 minutes unpaid, to be taken as a 30 minute break
Shifts of more than 6 hours' duration	2 x 15 minute paid breaks plus 1 x 30 minute unpaid break

## Overtime

All work required to be performed by Hourly Rate Employees:

(i) in excess of:

9 Ordinary Hours on any one day;  
76 Ordinary Hours in a Fortnight; or

(ii) outside the span of hours set out in Ordinary Hours above or on Sundays for Casual employees;

will be paid at the rate of time and a half of the applicable Bankable Hours rate set out in Part B.

Employees agree to work reasonable overtime as required. Overtime worked in a pay period will be paid in the next pay after that pay period closes.

## Limited Roster Employees

Limited Roster Employees must be available to be rostered for at least four (4) weekday shifts per Fortnight, plus up to one (1) Saturday and one (1) Sunday shift per Fortnight. The Employee will be required to nominate the weekdays on which they are available to be rostered at any time. The Employee may be requested by the Store Manager to work additional shifts as Ordinary Hours on other days not nominated by the Employee, but may refuse this request.

## **Part B – Remuneration**

The following rates of pay are minimum rates for each classification applicable at the time of this Agreement being made. All existing hourly rates of pay contained in current AWAs will continue to operate, and will continue to be reviewed annually. These AWA hourly rates of pay will continue to apply, even where the Employee's AWA ceases to operate and this Agreement applies. No Employee's hourly rate of pay will be reduced as a result of entering into this Agreement. Where reference is made to "an applicable hourly rate in Part B" (for example in the Overtime provisions of Part A), that hourly rate will be the hourly rate the Employee receives under either this Agreement or their AWA hourly rate for their classification, whichever is the higher.

Shift loading, penalties and overtime rates are based on the hourly rate of pay set out in Part B and are not cumulative.

The hourly rate of pay shown is based on the requirement to work flexibly, and is inclusive of all allowances, including, but not limited to, laundry, meal, dairy-room and freezer-room allowances. Where applicable, the hourly rate also recognises the requirement to work on Saturdays and Sundays as needed.

## CBD Employees

Throughout NSW and the ACT, ALDI has nominated a number of stores where a different rate of pay will apply. ALDI may amend this list at its complete discretion. As at the date of this Agreement, the following stores are considered to be CBD Stores. This list includes stores which are not covered by this Agreement. For the time an Employee works in one of the Stores listed below, whether on a permanent or temporary basis, they will receive the CBD rate of pay.

CBD Stores are:

Brookvale	Manly Wharf
Canterbury	Marrickville Metro
Chatswood	Mona Vale
Edgecliff	North Sydney
Leichhardt	Top Ryde
Waterloo	Dee Why
Queanbeyan	
All Stores in the Australian Capital Territory	

If a CBD Employee is required to work at a Store outside the CBD, the rate of pay listed for non-CBD Stores will apply.

### Remuneration

#### Bankable Rate per Hour

	18 Years and Over (Adult Rate)
Store Assistant working any 5 out of 7 days at non-CBD Stores	\$22.60
Store Assistant working any 5 out of 7 days at CBD Stores	\$23.80
Store Assistant working a Limited Roster at non-CBD Stores	\$21.60
Store Assistant working a Limited Roster at CBD Stores	\$22.80
Stock Replenisher working at non-CBD Stores	\$21.00
Stock Replenisher working at CBD Stores	\$22.20
Casual Stock Replenisher working at non-CBD Stores	\$23.80
Casual Stock Replenisher working at CBD Stores	\$24.80

Casual rates of pay are inclusive of casual loading and payment in lieu of annual leave.

Superannuation will be calculated in accordance with the requirements of Superannuation Legislation.

### Junior Employees

Junior Employees are aged under 18 years and will receive Junior rates of pay.

	% of Adult Rate
Employees aged 16 years and under	70%
Employees aged 17 years	80%

Junior Employees will progress to the next pay rate in the next full pay period after their birthday.

### Deputy Store Managers

Store Assistants may be invited to deputise for the Store Manager from time to time. If this occurs, the Employee will be trained in store management procedures and will be paid an additional allowance for each hour worked as Deputy Store Manager. This allowance will be paid in the Fortnight after these hours have been worked.

Deputy Allowance (Rate per Hour)	\$9.00
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### Sunday Loading

All non-Casual Hourly Rate Store Employees will receive a Sunday Loading in addition to the hourly rates of pay shown above.

Sunday Loading (Rate per Hour)	\$9.00
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The Sunday Loading will be paid for each ordinary hour worked on a Sunday. The Sunday Loading is included in the calculation of superannuation, but is not paid during periods of leave. If overtime is worked on a Sunday, or if a public holiday falls on a Sunday, the Sunday Loading will not be paid for these hours worked, as the entitlement to overtime or penalty rates will apply.

Deputy Store Managers will receive the Sunday Loading in addition to the Deputy Store Manager Allowance for any hours worked as a Deputy on a Sunday.

## Payment Arrangements for Fortnightly Pay

Each pay period commences on Monday and finishes 14 days later, on the Sunday shift of the following week. On or by the Thursday following the end of the pay period, Employees will be paid as follows:

- Payment for all Contract Hours in the previous Fortnight
- Payment for any above Contract Hours in the previous Fortnight
- Payment for any Banked Hours requested by the Employee to be paid prior to the end of the Fortnight
- Payment for any overtime worked in the previous Fortnight
- Payment for any Public Holidays falling in the previous Fortnight
- Payment of any Sunday loading for work in the previous Fortnight
- Payment of any Deputy Allowance for work in the previous Fortnight.

On commencement of this Schedule, Hourly Rate Employees will be advised of their Contract Hours per Fortnight. These will be in proportion to the monthly Contract Hours existing Employees are required to work.

45 Contract Hours per Month	equals	21 Contract Hours per Fortnight
65 Contract Hours per Month	equals	30 Contract Hours per Fortnight
87 Contract Hours per Month	equals	40 Contract Hours per Fortnight
108 Contract Hours per Month	equals	50 Contract Hours per Fortnight
130 Contract Hours per Month	equals	60 Contract Hours per Fortnight
152 Contract Hours per Month	equals	70 Contract Hours per Fortnight
165 Contract Hours per Month	equals	76 Contract Hours per Fortnight

These Contract Hours will be paid each Fortnight. Contract Hours can be varied only by agreement between the Employee and ALDI. Any variation to Contract Hours will take effect from the next full pay period after agreement is reached.

Employees may work more than these Contract Hours in a Fortnight. Any above Contract Hours including overtime and penalty hours may be banked. Banked Hours may be paid in subsequent pay periods or may be used to reduce the number of Contract Hours worked in subsequent pay periods. Where an employee works less than their Contract Hours in a Fortnight, Banked Hours will be used to pay the Employee the Contract Hours for that Fortnight.

If the Employee works less than their Contract Hours and does not have enough Banked Hours available, he/she will still receive the Contract Hours for that Fortnight and Banked Hours will go into minus. All minus Banked Hours will need to be made up using the Employee's additional hours prior to these additional hours being banked or paid.

If an Employee wants to Bank Hours in a particular pay period, they must advise their Direct Leader on a nominated day prior to the end of the Fortnight, otherwise all above Contract Hours will be paid in the pay period they were worked.

Overtime payments (i.e. the half time payment for work outside the span) and any shift loadings will be paid in the next pay period immediately after they are worked.

## Part C - Leave and Holiday Entitlements

Annual and Personal/Carer's Leave will accrue on a fortnightly basis, based on Ordinary Time Hours each Fortnight.

### Leave Days

Non Casual Employees will be paid a Leave Day for each day on which they are entitled to be paid when absent, including Annual, Personal/Carer's, Compassionate and Jury Service leave. Payment will be at the Bankable Hourly rate set out in Part B of this Schedule.

Employees will receive payment for each Leave Day based on the Employee's Notional Shift Hours.

Casual employees are not entitled to paid Leave Days.

### **Public Holidays**

Where Employees are required to work on a public holiday, they will be paid at double the Bankable Hourly Rate set out in Part B. No overtime is separately payable on public holidays. If non-Casual Hourly Rate Store Employees are not required to work on a public holiday, they will receive payment of their Notional Shift Hours at the Bankable Hourly Rate set out in Part B.

No payment will be made to Employees engaged on a Limited Roster for public holidays falling on the agreed days when the Employee is not available to be rostered. No payment will be made to Casual Employees who do not work on a public holiday.

### **Annual Leave Entitlements and Payment**

Annual leave for all non-Casual Hourly Rate Store Employees will accrue at the rate of four (4) weeks' paid leave per annum, calculated based on Ordinary Time Hours per fortnight.

A Leave Day will be paid for each day of Annual Leave taken.

A lump sum payment to a maximum as set out below, based on a 38 hour week, will be paid on the first full pay period in December, or by no later than 20<sup>th</sup> December each year in lieu of annual leave loading to all non-Casual Hourly Rate Store Employees employed as at 1st December. A pro rata payment will be made to employees with less than 12 months' service as at 1st December. Calculations of each Employee's payment will be based on the proportion of Full-time Ordinary Hours worked by the employee in the previous 12 months.

Store Assistant / Stock Replenisher	\$583
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### **Personal/Carer's Leave**

All non-Casual Hourly Rate Store Employees will accrue Personal/Carer's Leave up to a maximum of ten (10) days per year of service, calculated based on Ordinary Time Hours per fortnight. Untaken leave accrues from year to year.

A Leave Day will be paid for each day of Personal/Carer's Leave taken.

Paid leave will only be granted to Employees engaged on a Limited Roster for shifts on the agreed days on which they are usually available to be rostered.

Casual Employees are entitled to unpaid carer's leave in accordance with the National Employment Standards.

### **Compassionate Leave**

A Leave Day will be paid for each day of Compassionate Leave taken.

Paid leave will only be granted to Employees engaged on a Limited Roster for shifts on the agreed days on which they are usually available to be rostered.

Casual Employees are entitled to unpaid compassionate leave in accordance with the National Employment Standards.

## **Jury Service Leave**

If an Employee is called for jury service, the Employee must notify ALDI as soon as possible. Where it is not possible for the Employee to be excused from such service, ALDI will pay the difference between the Employee's pay for a Leave Day and the amounts received in respect of jury service for a period of up to four (4) weeks for all non-Casual Hourly Rate Store Employees. In the event jury service extends beyond this period, extension of salary maintenance payments will be at ALDI's discretion.

## SCHEDULE 7 – Warehouse Employees - Fortnightly Pay Arrangements

This Schedule will commence during the life of this Agreement and will replace Schedule 3 in its entirety. Employees will be provided with at least 3 months' notice of the commencement of this Schedule. Where there are any inconsistencies between the Agreement and this Schedule from the commencement of this Schedule, the provisions of this Schedule will apply.

This Schedule applies to all Employees engaged to work in ALDI's Distribution Centre ("Warehouse Employees"). At the time of commencement of this Agreement, this Schedule applied to Warehouse Operators, Warehouse Mechanics, Warehouse Caretakers and Palletisers, whose rates of pay are set out in this Schedule.

### Part A - Hours of Work and Overtime

#### Hours of Work

Warehouse Employees may be engaged as Hourly Rate Employees ("Hourly Rate Warehouse Employees").

Hourly Rate Warehouse Employees may be required to work at any time on any day in a Week from Monday to Sunday. Their hours of work will be averaged over a fortnightly period. On average, employees will work up to five (5) shifts per week.

A shift worker for the purposes of this Schedule is an employee who is required to work regularly outside the hours of 5.00am and 6.00pm – i.e. they are in receipt of a shift loading for all shifts worked on Monday – Friday.

The hours to be worked are agreed with the Employee on commencement. It is ALDI's policy to be flexible and receptive to requests from employees to reduce their working hours. Therefore, in accordance with the National Employment Standards, where an Employee wishes to reduce the hours they are required to work, the Employee will identify the basis on which the hours to be worked are unreasonable. ALDI will not unreasonably deny any Employee request to reduce their hours of work. Hourly Rate Employees will receive the applicable hourly rate and overtime and penalty rates as set out in this Schedule. If the Employee and ALDI cannot reach agreement on the hours of work to apply to the Employee's position, the Resolution of Disputes provision of this Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.

#### Work Breaks

Work breaks will be taken as directed by the Direct Leader, and will be timed to ensure business requirements are met.

Work breaks will be:

Shifts of up to 6 hours' duration	1 x 20 minute paid break plus 10 minutes unpaid, to be taken as a 30 minute break
Shifts of more than 6 hours' duration	1 x 20 minute paid break plus 1 x 30 minute unpaid break

## Overtime

All work performed by Hourly Rate Warehouse Employees in excess of:

9 ordinary hours in any one shift; or  
40 ordinary hours in one Week,

will be Overtime and will be paid at the rate of time and a half of the Bankable Hourly rate as set out in Part B.

Ordinary hours include hours which attract a shift loading, but do not include Overtime hours.

All hours worked between 5.00am – 6.00pm Monday to Friday will be paid in accordance with Part B.

All hours worked between Monday and Friday, which are not between 5.00am - 6.00pm, will be paid in accordance with Part B.

All hours worked on a Saturday, Sunday and Public Holiday will be paid in accordance with Part B.

Where shifts extend beyond midnight, any shift loadings or penalties payable will be calculated on the basis of hours worked in the shift on each day.

Shift loadings, penalty and Overtime rates payable are based on the Bankable Hourly Rate set out in Part B and are not cumulative.

Payment for allowances, overtime, shift loadings and penalties will be made in the pay after these shifts are worked.

## **Part B – Remuneration**

### Hourly Rate Warehouse Employees

These rates include all allowances such as but not limited to, chiller allowance, dairy allowance, fork-lift allowance, first aid allowance, meal allowance and laundry allowance, except any Additional Allowances payable as detailed below.

### **Warehouse Operator available to work any 5 out of 7 days - Bankable Hourly Rate**

Rate per Hour	Year 1	Year 2	Year 3	Year 4
Monday to Friday (5.00am - 6.00pm)	\$28.80	\$29.70	\$30.30	\$32.10

### **Warehouse Mechanic available to work any 5 out of 7 days - Bankable Hourly Rate**

Rate per Hour	Year 1	Year 2	Year 3	Year 4
Monday to Friday (5.00am - 6.00pm)	\$28.80	\$29.70	\$30.30	\$32.10

Progression from one year to the next occurs in the next full pay period after the anniversary date of the Employee's commencement with ALDI.

### **Palletiser available to work any 5 out of 7 days - Bankable Hourly Rate**

Rate per Hour Monday to Friday (5.00am - 6.00pm)	\$26.50
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### **Warehouse Caretaker available to work any 5 out of 7 days - Bankable Hourly Rate**

Rate per Hour Monday to Friday (5.00am - 6.00pm)	\$26.50
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## Additional Allowances

Where the Employee is required to work in the Freezer Store, a Freezer Allowance will be paid for each hour worked in the Freezer Store. This Allowance will be paid in the pay period after these hours have been worked.

Freezer Allowance (Rate per Hour)	\$2.95
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Employees may be invited to work as a Section Leader within the Distribution Centre. If this occurs, the Employee will be trained in Section Leader procedures and will be paid an additional allowance for each hour worked as a Section Leader. This Allowance will be paid in the pay period after these hours have been worked.

Section Leader Allowance (Rate per Hour)	\$3.55
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## Shift Loadings

Calculated based on Bankable Hourly Rate

Shift Loading - Monday to Friday (6.00pm - 12.00am)	+15%
Shift Loading - Monday to Friday (12.00am - 5.00am)	+20%
Shift Loading - all Saturday	+ 50%
Shift Loading - all Sunday	+100%

## Penalty Rates

Calculated based on Bankable Hourly Rate

Penalty Rate – Public Holiday (excluding Good Friday and Christmas Day)	+100%
Penalty Rate – Good Friday and Christmas Day	+200%

## Superannuation

Superannuation will be calculated in accordance with the requirements of Superannuation Legislation, and will include all allowances and shift loadings.

## Payment Arrangements for Fortnightly Pay

Each pay period commences on Monday and finishes 14 days later, on the Sunday shift of the following week. On or by the Thursday following the end of the pay period, the Employee will be paid as follows:

- Payment for all Contract Hours in the previous Fortnight
- Payment for any above Contract Hours in the previous Fortnight
- Payment for any Banked Hours requested by the employee to be paid prior to the end of the Fortnight
- Payment for any overtime worked in the previous Fortnight
- Payment for any Public Holidays falling in the previous Fortnight
- Payment of any shift loadings for work in the previous Fortnight
- Payment of any Freezer or Section Leader allowances for work in the previous Fortnight.

On commencement of this Schedule, Hourly Rate Employees will be advised of their Contract Hours per Fortnight. These will be in proportion to the monthly Contract Hours existing employees are required to work.

65 Contract Hours per Month	equals	30 Contract Hours per Fortnight
87 Contract Hours per Month	equals	40 Contract Hours per Fortnight
108 Contract Hours per Month	equals	50 Contract Hours per Fortnight
120 Contract Hours per Month	equals	55 Contract Hours per Fortnight
130 Contract Hours per Month	equals	60 Contract Hours per Fortnight
152 Contract Hours per Month	equals	70 Contract Hours per Fortnight
165 Contract Hours per Month	equals	76 Contract Hours per Fortnight

These Contract Hours will be paid each Fortnight. Contract Hours can be varied only by agreement between the Employee and ALDI. Any variation to Contract Hours will take effect from the next full pay period immediately after agreement is reached.

Employees may work more than these Contract Hours in a Fortnight. Any additional hours including overtime and penalty hours may be Banked. Banked Hours may be paid in subsequent pay periods or may be used to reduce the number of Contract Hours worked in subsequent pay periods. Where an employee works less than their Contract Hours in a Fortnight, Banked Hours will be used to pay the Employee the Contract Hours for that Fortnight.

If the Employee works less than their Contract Hours and does not have enough Banked Hours available, he/she will still receive the Contract Hours for that Fortnight and Banked Hours will go into minus. All minus Banked Hours will need to be made up using the Employee's additional hours prior to these additional hours being banked or paid.

If an Employee wants to Bank hours in a particular pay period, they must advise their Direct Leader on a nominated day prior to the end of the Fortnight, otherwise all additional hours will be paid in the pay period they were worked.

The overtime component (i.e. the half time payment for work outside the span) and any shift loadings will be paid in the pay period immediately after they are worked.

### **Part C - Leave and Holiday Entitlements**

Annual and Personal/Carer's Leave will accrue on a fortnightly basis, based on Ordinary Time Hours each fortnight.

#### **Leave Days**

Non Casual Employees will be paid a Leave Day for each day on which they are entitled to be paid when absent, including Annual, Personal/Carer's, Compassionate and Jury Service leave. Payment will be at the base hourly rate set out in Part B of this Schedule.

Hourly Rate Employees will receive payment for each Leave Day based on their Notional Shift Hours.

#### **Public Holidays**

Where an Hourly Rate Warehouse Employee is required to work on a public holiday they will be paid in accordance with Part B. No overtime is separately payable on public holidays.

If Hourly Rate Warehouse Employees are not required to work on a public holiday, the Employee will receive payment of their Notional Shift Hours, paid at the Bankable Hourly Rate. Employees who receive payment of a Freezer or Section Leader allowance for all hours worked will also receive payment of these allowances.

## Annual Leave Entitlements and Payment

Annual leave for all Hourly Rate Warehouse Employees will accrue at the rate of four (4) weeks' paid leave per annum, calculated based on Ordinary Time Hours per fortnight.

A Leave Day will be paid for each day of Annual Leave taken. Employees who receive payment of a Freezer or Section Leader allowance for all hours worked will also receive payment of these allowances.

A lump sum payment to a maximum set out below, based on a 40 hour week, will be paid on the first full pay period in December, or by no later than 20<sup>th</sup> December each year in lieu of annual leave loading to all Hourly Rate Warehouse Employees employed as at 1st December. A pro rata payment will be made to Employees with less than 12 months' service as at 1st December. Calculations of each Employee's payment will be based on the proportion of Full-time Ordinary Hours worked by the employee in the previous 12 months.

	Maximum Lump Sum Payment
Warehouse Operator	\$880
Warehouse Mechanic	\$880
Warehouse Caretaker	\$672
Palletiser	\$672

## Personal/Carer's Leave

Hourly Rate Warehouse Employees

Hourly Rate Warehouse Employees will continue to be paid when the Employee is absent on Personal/Carer's Leave, for a maximum of 10 days per year of service, calculated based on Ordinary Time Hours per fortnight. Untaken leave accumulates from year to year.

A Leave Day will be paid for each absence. Employees who receive payment of a Freezer or Section Leader allowance for all hours worked will also receive payment of these allowances.

## Compassionate Leave

A Leave Day will be granted for Hourly Rate Warehouse Employees for each day of compassionate leave.

## Jury Service Leave

If an Hourly Rate Warehouse Employee is called for jury service, the Employee must notify ALDI as soon as possible. Where it is not possible for the Employee to be excused from such service, ALDI will pay the difference between the Employee's pay for a Leave Day and the amounts received in respect of jury service, for a period of up to four (4) weeks for all Hourly Rate Warehouse Employees. In the event jury service extends beyond this period, extension of salary maintenance payments will be at ALDI's discretion. Employees who receive payment of a Freezer or Section Leader allowance for all hours worked will have these allowances included in the calculation of payment for jury service.

## **SCHEDULE 8 – Transport and Distribution Employees - Fortnightly Pay Arrangements**

This Schedule will commence during the life of this Agreement and will replace Schedule 4 in its entirety. Employees will be provided with at least 3 months' notice of the commencement of this Schedule. Where there are any inconsistencies between the Agreement and this Schedule from the commencement of this Schedule, the provisions of this Schedule will apply.

This Schedule applies to all Employees engaged to work in ALDI's Transport and Distribution function. At the time of commencement of this Agreement, this Schedule applied to Transport Operators, whose rates of pay are set out in this Schedule.

### **Part A - Hours of Work and Overtime**

It is ALDI's policy to be flexible and receptive to requests from employees to reduce their working hours. Therefore, in accordance with the National Employment Standards, where an Employee wishes to reduce the hours they are required to work, the Employee will identify the basis on which the hours to be worked are unreasonable. ALDI will not unreasonably deny any Employee request to reduce their hours of work. Employees will receive the applicable hourly rate and overtime and penalty rates as set out in this Schedule. If the Employee and ALDI cannot reach agreement on the hours of work to apply to the Employee's position, the Resolution of Disputes provision of this Agreement will be followed and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.

#### Hours of Work

Employees engaged on an hourly basis (Hourly Rate Employees) may be required to work at any time on any day in a Week. Monday to Sunday. Hours of work will be averaged over a fortnightly period. Employees will work on average up to five (5) shifts in a week.

#### Work Breaks

Work breaks will be taken as directed by the Direct Leader and will be timed to ensure business and safe driving requirements are met.

Work breaks will be:

Shifts of up to 5.5 hours' duration	1 x 15 minute paid break plus 1 x 15 minute unpaid break
Shifts of more than 5.5 hours' duration	2 x 15 minute paid breaks plus 1 x 30 minute unpaid break

A minimum 10 hour break will be given between the completion of one shift (including overtime) and the commencement of the next shift.

#### Overtime

All work performed in excess of:

10 ordinary hours in any one shift; or  
50 ordinary hours in one Week,

will be Overtime and will be paid at the rate of time and a half of the Bankable Hourly Rate as set out in Part B.

Ordinary hours include hours which attract a shift loading, but do not include Overtime hours.

All hours worked between 5.00am – 6.00pm Monday to Friday will be paid in accordance with Part B.

All hours worked between Monday and Friday, which are not between 5.00am - 6.00pm, will be paid in accordance with Part B.

All hours worked on a Saturday, Sunday and Public Holiday will be paid in accordance with Part B.

Where shifts extend beyond midnight, any shift loadings or penalties will be calculated on the basis of hours worked in the shift on each day.

Shift Loadings, penalty and Overtime rates payable are based on the Bankable Hourly Rate set out in Part B and are not cumulative.

Payment for allowances, overtime, shift loadings and penalties will be made in the pay period immediately after these shifts are worked.

## **Part B – Remuneration**

### Hourly Rate Employees

#### **Transport Operator - Bankable Hourly Rate**

Rate per Hour	
Monday to Friday (5.00am-6.00pm)	\$29.40

This rate includes all allowances such as but not limited to, chiller allowance, freezer allowance, dairy allowance, fork-lift allowance, tail-gate allowance, first aid allowance, meal allowances, and laundry allowance, except any Additional Allowances payable as detailed below.

#### **Additional Allowances**

Where the Employee is required to drive a B-Double articulated vehicle, a B-Double Allowance will be paid for each hour in which the Employee is rostered to drive a B-Double vehicle. This Allowance will be paid in the pay period after these hours have been worked.

B-Double Allowance (Rate per Hour)	\$1.30
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Employees may be invited to work as a Section Leader within the Distribution Centre. If this occurs, the Employee will be trained in Section Leader procedures and will be paid an additional allowance for each hour worked as a Section Leader. This Allowance will be paid in the pay period after these hours have been worked.

Section Leader Allowance (Rate per Hour)	\$3.55
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#### **Shift Loadings**

Calculated based on Bankable Hourly Rate

Shift Loading - Monday to Friday (6.00pm - 12.00am)	+12.5%
Shift Loading - Monday to Friday (12.00am - 5.00am)	+25%
Shift Loading - all Saturday	+50%
Shift Loading - all Sunday	+100%

## Penalty Rates

Calculated based on Bankable Hourly Rate

Penalty Rate - Public Holidays (excluding Good Friday and Christmas Day)	+100%
Penalty Rate- Good Friday and Christmas Day	+200%

## Superannuation

Superannuation will be calculated in accordance with the requirements of Superannuation Legislation, and will include all allowances and shift loadings.

## Payment Arrangements for Fortnightly Pay

Each pay period commences on Monday and finishes 14 days later, on the Sunday shift of the following week. On or by the Thursday following the end of the pay period, the Employee will be paid as follows:

- Payment for all Contract Hours in the previous Fortnight
- Payment for any above Contract Hours in the previous Fortnight
- Payment for any Banked Hours requested by the employee to be paid prior to the end of the Fortnight
- Payment for any overtime worked in the previous Fortnight
- Payment for any public holidays falling in the previous Fortnight
- Payment of any shift loadings for work in the previous Fortnight
- Payment of any B-Double or Section Leader allowances for work in the previous Fortnight.

On commencement of this Schedule, Hourly Rate Employees will be advised of their Contract Hours per Fortnight. These will be in proportion to the monthly Contract Hours existing employees are required to work.

130 Contract Hours per Month	equals	60 Contract Hours per Fortnight
152 Contract Hours per Month	equals	70 Contract Hours per Fortnight
173 Contract Hours per Month	equals	80 Contract Hours per Fortnight
195 Contract Hours per Month	equals	90 Contract Hours per Fortnight
208 Contract Hours per Month	equals	96 Contract Hours per Fortnight

These Contract Hours will be paid each Fortnight. Contract Hours can be varied only by agreement between the Employee and ALDI. Any variation to Contract Hours will take effect from the next full pay period immediately after agreement is reached.

Employees may work more than these Contract Hours in a Fortnight. Any additional hours including overtime and penalty hours may be Banked. Banked Hours may be paid in subsequent pay periods or may be used to reduce the number of Contract Hours worked in subsequent pay periods. Where an employee works less than their Contract Hours in a Fortnight, Banked Hours will be used to pay the Employee the Contract Hours for that Fortnight.

If the Employee works less than their Contract Hours and does not have enough Banked Hours available, he/she will still receive the Contract Hours for that Fortnight and Banked Hours will go into minus. All minus Banked Hours will need to be made up using the Employee's additional hours prior to these additional hours being banked or paid.

If an Employee wants to Bank hours in a particular pay period, they must advise their Direct Leader on a nominated day prior to the end of the Fortnight, otherwise all additional hours will be paid in the pay period they were worked.

The overtime component (i.e. the half time payment for work outside the span) and any shift loadings will be paid in the pay period immediately after they are worked.

## **Part C -Leave and Holiday Entitlements**

Annual and Personal/Carer's Leave will accrue on a fortnightly basis, based on Ordinary Time Hours each fortnight.

### **Leave Day**

Non Casual Employees will be paid a Leave Day for each day on which they are entitled to be paid when absent, including Annual, Personal/Carer's, Compassionate and Jury Service leave. Payment will be at the base hourly rate set out in Part B of this Schedule.

Employees will receive payment for each Leave Day based on the Notional Shift Hours.

### **Public Holidays**

Where an Hourly Rate Transport and Distribution Employee is required to work on a public holiday they will be paid in accordance with Part B. No overtime is separately payable on public holidays.

If an Employee is not required to work on a public holiday, the Employee will receive payment of their Notional Shift Hours, paid at the Bankable Hourly Rate. Employees who receive payment of a B-Double or Section Leader allowance for all hours worked will also receive payment of these allowances.

### **Annual Leave Entitlements and Payment**

A shift worker for the purposes of this Schedule is an employee who is required to work regularly outside the hours of 5.00am and 6.00pm – i.e. they are in receipt of a shift loading for all shifts worked on Monday – Friday.

All Transport and Distribution Employees will receive a maximum of five (5) weeks paid leave per annum, calculated based on Ordinary Time Hours per fortnight.

Annual leave will accrue for Employees at the rate of five (5) weeks' paid leave per annum, calculated based on Ordinary Time Hours per fortnight. A Leave Day will be paid for each day of Annual Leave taken. Employees who receive payment of a B-Double or Section Leader allowance for all hours worked will also receive payment of these allowances.

A lump sum payment to a maximum set out below, based on a 45 hour week, will be paid in the first full pay period in December, or by no later than 20<sup>th</sup> December each year in lieu of annual leave loading to all Employees employed as at 1<sup>st</sup> December. A pro rata payment will be made to employees with less than 12 months' service as at 1<sup>st</sup> December. Calculations of each Employee's payment will be based on the proportion of Full-Time Ordinary Hours worked by the employee in the previous 12 months.

	Maximum Lump Sum Payment
Transport Operator	\$880

### **Personal/Carer's Leave**

Employees will continue to be paid when the Employee is absent on Personal/Carer's Leave, for a maximum of 10 days per year of service, calculated based on Ordinary Time Hours per fortnight. Untaken leave accumulates from year to year.

A Leave Day will be paid for each absence. Employees who receive payment of a B-Double or Section Leader allowance for all hours worked will also receive payment of these allowances.

**Compassionate Leave**

A Leave Day will be granted to Employees for each day of compassionate leave.

**Jury Service Leave**

If an Employee is called for jury service, the Employee must notify ALDI as soon as possible. Where it is not possible for the Employee to be excused from such service, ALDI will pay the difference between the Employee's pay for a Leave Day and the amounts received in respect of jury service, for a period of up to four (4) weeks. In the event jury service extends beyond this period, extension of salary maintenance payments will be at ALDI's discretion. Employees who receive payment of a B-Double or Section Leader allowance for all hours worked will have these allowances included in the calculation of payment for jury service.

## **SCHEDULE 9 – List of Stores in Prestons Region**

As at the commencement of this Agreement, the following stores are in the Prestons Region. Additional stores which open in local government areas as defined in Clause 5 of the Agreement will also form part of the Prestons Region.

<b>City</b>	<b>Address</b>	<b>Postcode</b>
Bankstown Airport NSW	Henry Lawson & Milperra Rd	2200
Marrickville NSW	Marrickville Metro S/Centre	2204
Blair Athol NSW	Blaxland Rd/The Kraal Dr	2560
Miranda NSW	600 The Kingsway	2228
Fairfield West NSW	370 Hamilton Rd	2165
Villawood NSW	2 Villawood Road	2163
North Strathfield NSW	The Bakehouse Qtr, George St	2137
Nowra NSW	8-16 Kinghorne Rd	2541
Batemans Bay NSW	Cnr Vesper St & Beach Rd	2536
Fairfield Central NSW	Cnr Court Rd/The Horsley Dr	2166
Bonnyrigg NSW	718 Cabramatta Rd Sh.Ctre	2177
Queanbeyan NSW	134-136 Crawford Street	2620
Kippax-Holt ACT	50-60 Hardwick Crescent	2615
Edgecliff NSW	9 & 16-21 Edgecliff Centre	2024
Wollongong NSW	25 Stewart Street	2521
Shellharbour NSW	5 Holm Place	2529
Gungahlin ACT	Hibberson St	2912
Fairy Meadow NSW	102-110 Princess Highway	2519
Tuggeranong ACT	Cnr Anketell St&Soward Way	2900
Conder ACT	9 Sidney Nolan Street	2906
Mt Annan NSW	Waterworth Dr & Main St	2567
Bankstown Central NSW	440-450 Chapel Road	2200
Minto NSW	Cnr Pembroke Rd Monaghan St	2566
Leichhardt NSW	Shop 21a Cnr Marion & Flood	2040
Ulladulla NSW	23 Boree Street	2539
Dapto NSW	38 Osborne Street	2530
Bowral NSW	9-15 Banyette Street	2576
Eastlakes NSW	S65, Eastlakes SC, Evans Av	2018
Macquarie ACT	Jamison Centre, Bowman St	2614
Canberra CBD ACT	Shop AG09 Canberra Centre	2601
Maroubra NSW	Shop M2, 707-751 Anzac Pde	2035
Menai NSW	509 Old Illawarra Rd	2234
Young NSW	11 Zouch St & 32 Edwards St	2594
Canterbury NSW	73 Jeffrey St	2193
Auburn NSW	6-10 Harrow Road	2144
Weston ACT	Coolman Court, Brierly St	2611
Goulburn NSW	9-13 Clinton Lane	2580
Hurstville NSW	Shop A1, Park Road	2220
Liverpool NSW	82 Hoxton Park Road	2170
Ambarvale NSW	45 Woodhouse Drive	2560
Glenfield Park NSW	Cnr Tanda Pl & Pinaroo Dr	2650
Macquarie Fields NSW	61 Victoria Road	2564
Cooma NSW	18 Hilton Street	2630
Mittagong NSW	181-183 Old Hume Highway	2575
Lakemba NSW	212-226 Haldon Street	2195
Yass NSW	193 Comur Street	2582
Tahmoor NSW	153-159 Remembrance Drwy	2573
Carnes Hill NSW	20 Main Street	2171

<b>City</b>	<b>Address</b>	<b>Postcode</b>
Albion Park Rail NSW	10 Ash Avenue	2527
Belconnen ACT	Westfield Shoppingtown	2617
Wagga Wagga NSW	Riverina Plaza, Berry St	2650
Engadine NSW	Shop 15, 101 Caldarra Ave	2233
Miranda NSW	14-16 Wandella Road	2228
Waterloo NSW	20a Danks Street	2017
Kogarah NSW	G1, Kogarah TC, 1 Railway Pde	2217
Chisholm ACT	36 Benham Street	2905
Warrawong NSW	45 Cowper Street	2502
Chullora	355-357 Waterloo Road	2190

## **SIGNATURES**

Signed for and on behalf of the Employer, ALDI Foods Pty Limited  
As General Partner of ALDI Stores (A Limited Partnership)

  
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David Zalunardo

Title: Managing Director, ALDI Stores Prestons Region

Address: 10 Burando Road, Prestons New South Wales 2170

Signed for and on behalf of the Employees and the Shop, Distributive and Allied Employees' Association  
as Bargaining Representative

  
Title: National Assistant Secretary

Address: Level 6, 53 Queen Street Melbourne Victoria 3000

In the Fair Work Commission

Matter Number: AG2013/1205

ALDI FOODS PTY LIMITED (ABN 086 210 139)

AS GENERAL PARTNER OF ALDI STORES (A LIMITED PARTNERSHIP)

Applicant

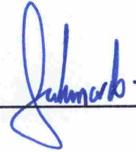
ENTERPRISE AGREEMENT ALDI PRESTONS 2013

ALDI undertakes that the payment to employees taking leave will be at a rate of pay not less than that provided under the National Employment Standards.

Signed by

David Zalunardo

Managing Director, ALDI Stores, Prestons Region



For and on behalf of ALDI Foods Pty Limited  
as General Partner of ALDI Stores (A Limited Partnership)

7 June 2013