



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Aldi Foods Pty Limited as General Partner of ALDI Stores (A Limited Partnership) t/a Aldi Stores
(AG2019/4784)

ALDI DERRIMUT ENTERPRISE AGREEMENT 2019

Retail industry

DEPUTY PRESIDENT MANSINI

MELBOURNE, 30 MARCH 2020

Application for approval of the ALDI Derrimut Enterprise Agreement 2019.

[1] ALDI Foods Pty Limited as General Partner of ALDI Stores (A Limited Partnership) t/a ALDI Stores (Aldi Stores) has applied for approval of a single enterprise agreement known as the *ALDI Derrimut Enterprise Agreement 2019* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] The Shop, Distributive and Allied Employees' Association (SDA), the Transport Workers' Union of Australia (TWU), the United Workers' Union (formerly the National Union of Workers (UWU)) and four individually appointed employees are the employee bargaining representatives for the Agreement. Ms McNaughton of Enterprise Law is the employer bargaining representative.

[3] Since the application was made, concerns were raised about the form of the application, whether the Agreement passes the better off overall test, contravenes s.55 of the Act, contains the mandatory terms and whether the pre-approval steps were met. Further information was provided in relation to these concerns.

[4] A hearing was ultimately required and took place on 27 February 2020, attended by Aldi Stores, the SDA and the TWU. Aldi Stores sought permission to be represented, which was not opposed and was granted having regard to the matters at s.596 of the Act.

Form of the application

[5] The application as filed included an Agreement which was not signed by a representative of employees as required by s.185(5) of the Act and Regulation 2.06. Aldi Stores, together with the SDA and the UWU, sought to amend the error pursuant to s.586 including by filing a completed signature page. The other bargaining representatives did not oppose. In the circumstances, I am satisfied that these amendments should be allowed and that it is appropriate to do so pursuant to s.586 of the Act.

Better off overall

[6] The application as filed included evidence and calculations in support of Aldi Stores' contention that all employees and prospective employees are "better off overall" under the Agreement than if the relevant reference instruments applied.

[7] In response to concerns raised, further information, evidence and submissions (including additional calculations and methodology) were provided in relation to the identified concerns. There was an exchange of submissions and the unresolved concern was addressed at the hearing.

[8] In conducting the better off overall assessment, I have adopted the principles enunciated in the Loaded Rates Case.¹ The Agreement is a replacement agreement which covers an established business and a wide range of classifications. In all of the circumstances of this application, it is sensible to have regard to the evidence of Aldi Stores (of which there was no evidence to the contrary) about the basis on which employees are engaged including of established store operating hours and roster scenarios in conducting the better off overall assessment.

[9] On an overall assessment of the identified benefits and detriments of the Agreement, and having regard to the further information, evidence and calculations provided, I consider that the employees and prospective employees to be covered are better off overall under the Agreement than if the relevant reference instruments applied.

The National Employment Standards

[10] Noting clause 7.1 of the Agreement, I am satisfied that the more beneficial entitlements of the National Employment Standards in the Act (NES) will prevail where there is an inconsistency between the Agreement and the NES.

The mandatory terms

[11] Clause 39 of the Agreement incorporates but does not detail the model consultation term. The consultation term prescribed by the *Fair Work Regulations 2009* (Cth) is taken to be a term of the Agreement pursuant to s.205(2) of the Act.

The pre-approval steps

[12] After the application was filed, two individual employees requested the Commission to receive details of their concerns about the bargaining process. One of those individuals, Mr Kinsmore, was appointed as an employee bargaining representative and did not object to his identity being disclosed along with his concerns. The other requested their identity be kept confidential which was not opposed and I considered appropriate subject to providing the substance of the concerns to the parties for a response.

[13] In summary, the employee concerns relate to:

¹ *Loaded Rates Agreements* [2018] FWCFB 3610 at [100] and [115].

- a) The scope of the Agreement, whether the group of employees to be covered was “fairly chosen” because the transport and distribution workers are “in the minority”; and
- b) Communication at the workplace, whether it was appropriate and/or prevented proper explanation of the Agreement and its terms because the employer did not allow discussion about the proposed agreement or bargaining during working hours.

[14] The TWU and Aldi Stores presented evidence and submissions at the hearing. I address each issue in turn below.

The group of employees was fairly chosen

[15] Although the TWU did not press the fairly chosen concern at the hearing, on the basis of the employee concerns before the Commission, Aldi Stores contended that the group of employees covered by the Agreement are operationally, organisationally and geographically distinct such that the Commission should conclude that the group was “fairly chosen” within the meaning of s.186(3) and (3A) of the Act. Ms McNaughton gave evidence that Aldi Stores operates eight regions in Australia. Each region has a Distribution Centre and number of stores within a set geographic footprint, each with a separate profit centre, Managing Director and Director team, each is a separate operational and geographic entity. This regional structure is the same as the previous enterprise agreement, for which this Agreement is a replacement, and consistent with the coverage and structure of Aldi Stores’ other enterprise agreements in Australia.

[16] On the materials before the Commission I am satisfied that the group of employees covered by the Agreement is operationally, organisationally and geographically distinct and is “fairly chosen” in accordance with s.186(3) of the Act.

Genuine agreement

[17] The TWU characterised the communication issue as, in summary, that the limited ability of transport and distribution workers to be able to communicate about bargaining and the Agreement raised a question as to whether Aldi Stores had taken all reasonable steps to ensure the Agreement was properly explained as required by ss.186(2)(a), 188 and 180(5). Mr Kinsmore, a Section Leader, gave evidence at the hearing as follows:

- a) he was appointed to represent himself and no other employees in bargaining;
- b) he has daily interactions with drivers in the workplace;
- c) drivers were aware of his role as bargaining representative however he was unable to respond to any questions from drivers in the workplace, about the progress of negotiations for fear of being reprimanded, a fear he held based on his knowledge of a previous warning given to another Section Leader for discussing the negotiations during a warm up meeting at work.

[18] The TWU submitted that the Commission should accept this as resulting in transport and distribution employees not being able to “inform themselves in an informal manner”. It said this is not a breach of the good faith bargaining obligations but is relevant to the question of whether there was “genuine agreement” for the purposes of ss.188(1)(a)(i) and 180(5). The TWU asked the Commission to find that the obligation to take all reasonable steps to explain the terms of an enterprise agreement pursuant to s.180(5) extends beyond the access period to

the conduct of the negotiations prior to the vote on the terms of an enterprise agreement taking place.

[19] Aldi Stores accepted that it did not permit employees to discuss the bargaining during working hours, however contended that “genuine agreement” under the Act does not require that an employer facilitate employees to discuss bargaining matters amongst themselves during working hours. It gave evidence in its initial application and a further statement of Ms McNaughton about the steps taken to explain the Agreement and its terms to the relevant employees. Further, Aldi Stores contended that there is no evidence that Mr Kinsmore was appointed to represent anyone other than himself and, although it was not ultimately pressed and Aldi Stores submitted is not relevant to approval, there could be no basis to argue that Mr Kinsmore’s role as a bargaining representative was obstructed in breach of the good faith bargaining obligations.

[20] Section 180 sets out the “pre-approval requirements”, being the requirements with which an employer must comply before it makes a request under s.181(1) for employees to approve an enterprise agreement by voting for it. One such requirement is that the employer must take all reasonable steps to ensure that the terms and effect of an enterprise agreement are explained to the relevant employees, in a manner that is appropriate taking into account any particular circumstances and needs of the employees, under s.180(5). The obligation at s.180(5) arises in the context of the preparatory steps for the employee vote. It is the obligation of the employer to ensure the explanation is given before the request to vote. The purpose of the explanation being to enable the employees to cast an informed vote, so that they know what it is they are being asked to agree to, and to help them understand how their wages and conditions might be affected if they vote in favour of the agreement.² I do not consider that employer facilitation of discussions between employees amongst themselves, about bargaining or the terms and effect of the Agreement, during working hours or otherwise, is a reasonable step or one that Aldi Stores was required to take in satisfaction of s.180(5).

[21] On the materials before the Commission I am satisfied that Aldi Stores took all reasonable steps to ensure that the terms and effect of the Agreement were explained in an appropriate manner as required by s.180(5). Having regard to all of the materials, there are no other reasonable grounds for believing that the Agreement has not been genuinely agreed to by the relevant employees.

The Agreement is approved

[22] On the basis of the material contained in the application, further information, evidence and calculations provided on request of the Commission, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[23] The SDA, TWU and UWU, being bargaining representatives for the Agreement, have respectively given notice under s.183 of the Act. In accordance with s.201(2) I note that the Agreement covers these organisations.

² *One Key Workforce Pty Ltd v Construction, Forestry, Mining and Energy Union* [2018] FCAFC 77 (25 May 2018) at paragraph 115.

[24] The Agreement was approved on 30 March 2020 and, in accordance with s.54 and the Undertaking, will operate from 6 April 2020. The nominal expiry date of the Agreement is 30 March 2024.



DEPUTY PRESIDENT

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Appearances:

Mr Hatcher and Ms Perigo on behalf of Aldi Stores, with Enterprise Law

Mr Burke on behalf of the SDA

Mr Cooney on behalf of the TWU

Hearing details:

2020

Melbourne

27 February

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

ALDI Foods Pty Limited as General Partner of ALDI Stores (A Limited Partnership) T/A ALDI Stores

ALDI Derrimut Enterprise Agreement 2019

PART 1 - About this Agreement

1 Title of the Agreement

1.1 This Agreement will be known as the ALDI Derrimut Agreement 2019.

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3 Parties to the Agreement

- 3.1 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 5.3 in the Derrimut Region.

4 Duration of the Agreement

- 4.1 This Agreement will commence operating in the first full pay period occurring at least seven (7) days after it is approved by the Fair Work Commission.
- 4.2 This Agreement will expire four (4) years after the date of approval of the Agreement by the Fair Work Commission.

5 How this Agreement operates

- 5.1 ALDI operates Distribution Centres and stores in different Regions across Australia. The Derrimut Region operates exclusively within the list of council areas and maps depicted in Schedule 5.
- 5.2 This Agreement will apply to the Derrimut Region and will apply to the existing Distribution Centre and stores in the Derrimut Region and any new ALDI stores opening during the life of this Agreement which are located within the list of council areas and maps depicted in Schedule 5.

- 5.3 This Agreement applies to and covers the following classification of ALDI Employees employed in any ALDI operations as defined in clause 5.2:
- (a) Store Employees employed as Store Managers, Assistant Store Managers, Store Management Trainees, Permanent Shift Managers and Store Assistants;
 - (b) Warehouse Employees employed as Section Leaders, Warehouse Operators, Warehouse Mechanics, Warehouse Caretakers, Warehouse Labourers, Warehouse Checkers and Palletisers;
 - (c) Transport and Distribution Employees employed as Section Leaders, Transport Operators and Transport Drivers operating from the DCs; and
 - (d) Any other employee engaged to work in ALDI's operations as defined in clause 5.2 with the exception of Executive Managers, Directors and Office employees.

6 How this Agreement interacts with other industrial instruments

- 6.1 This Agreement replaces, and operates to the exclusion of any other enterprise agreement, collective agreement, awards or other industrial instrument which is expressed to cover employees as defined in clause 5.3, in existing and new ALDI operations as defined in clause 5.2, unless otherwise provided for in this Agreement. This Agreement excludes any award terms and conditions which would otherwise apply to your employment.
- 6.2 Each classification has rates of pay and terms and conditions of employment set to ensure that you are better off overall under this Agreement than if you were covered by the relevant Modern Award which would otherwise apply.
- 6.3 You can, at any time, request a comparison of the benefits received under this Agreement and the benefits which would otherwise be provided under the relevant Modern Award. If you would have received more remuneration under the Award over at least a 12 month period, or the duration of your employment if less than 12 months, then ALDI will pay you the shortfall in the next pay period after the review is completed. If you and ALDI cannot reach agreement on the remuneration which should be paid, the Dispute Resolution provision of this Agreement will be followed.

7 How this Agreement interacts with the NES

- 7.1 This Agreement is to be read in conjunction with the NES. Wherever this Agreement provides a superior entitlement to the NES, the Agreement entitlement will apply in satisfaction of, and not in addition to, the corresponding NES entitlement. If there is any conflict with the NES and this Agreement, the NES will apply as a minimum.
- 7.2 You are entitled to all leave entitlements, including payment for leave, set out in the NES as a minimum.

8 How this Agreement interacts with ALDI's policies

This Agreement is supported by ALDI's policies as varied from time to time at ALDI's discretion. You are required to comply with all ALDI policies. However, ALDI's policies do not form part of this Agreement, including policies that are named in this Agreement.

PART 2 - Employment arrangements

9 Management structure

- 9.1 You have a Direct Leader who provides day-to-day supervision, including but not limited to, rostering, management and dealing with employee relationships in the workplace.
- 9.2 You have a Personnel Leader who is responsible for other matters, including but not limited to, pay, discipline and final dispute resolution.

10 Your responsibilities

- 10.1 You will be assigned a role at a nominated location and will be provided with a Job Description relevant to your position. You will perform all duties contained in the Job Description issued to you.

11 Work locations

- 11.1 From time to time, you may be required to work at other locations away from your usual work location to meet business needs, provided that this location is within a reasonable travelling time from your residence.
- 11.2 If you are required by ALDI to work away from your usual place of employment on a temporary basis, all time reasonably spent reaching and returning to the other location, and any reasonable transport expenses incurred in excess of your usual transport expenses for travelling between your usual place of employment and your home, will be paid travel time and/or amounts that will be reimbursed to you.
- 11.3 If, at ALDI's request, you transfer on a permanent basis to a location outside a reasonable travelling distance from your residence, then reasonable relocation expenses will be provided in accordance with ALDI's relocation policy.
- 11.4 If you are a Store Manager, Assistant Store Manager, Store Management Trainee or a Permanent Shift Manager you may be required to work at any location within ALDI's operations covered by this Agreement.
- 11.5 If you transfer on a temporary basis to a part of ALDI's operations not covered by this Agreement, your terms and conditions of employment will continue to be governed by this Agreement.
- 11.6 If you transfer on a permanent basis to a part of ALDI's operations not covered by this Agreement, your terms and conditions of employment will be governed by the Agreement which applies in the new location. A permanent transfer will be by agreement between you and ALDI. If the permanent transfer is at ALDI's request, reasonable relocation expenses will be provided in accordance with ALDI's relocation policy.

12 When you will work

- 12.1 The span of hours of work, overtime arrangements, remuneration and work breaks applicable to various classifications are set out in this Agreement as follows:
 - (a) for Store Employees at **Schedules 1 and 2** of this Agreement;
 - (b) for Warehouse Employees at **Schedule 3** of this Agreement; and
 - (c) for Transport and Distribution Employees at **Schedule 4** of this Agreement.

13 Higher duties

You may be invited to work at a higher level within the workplace on a temporary basis. If this occurs, you will be trained in work procedures and will be paid an additional allowance as set out in the relevant **Schedule 2, 3 or 4** for each hour worked at this higher level.

14 Medical examinations

- 14.1 You may be required to submit to a medical examination by a medical practitioner nominated by ALDI, where ALDI has reasonable concerns about your capacity to perform the inherent requirements of your job.
- 14.2 The medical examination will be related to aspects of your health relevant to your employment, and may include testing for alcohol and other drugs.
- 14.3 You 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. You will also receive a copy of the report.

PART 3 - Your hours of work

15 Types of work

You may be engaged to work on a Full-Time or Part-Time basis as defined in this Agreement.

16 Full-time work

- 16.1 If you work Full-Time, you will be engaged to work 38 hours per week, plus reasonable additional hours, on up to ten (10) out of fourteen (14) days, Monday to Sunday.
- 16.2 As a Full-Time employee you may be engaged by ALDI as either a Salaried Employee or an Hourly Rate Employee.

17 Part-time work

- 17.1 If you work Part-Time, you will be engaged to work fewer than 38 hours per week on average.
- 17.2 As a Part-Time Employee you will receive the pro-rata entitlements of a Full-Time employee under this Agreement.
- 17.3 As a Part-Time Employee, you may be engaged by ALDI as either a Salaried Employee or an Hourly Rate Employee.

18 Agreement on hours worked

On commencement of your employment, you and ALDI will agree on the number of hours to be worked on average each Fortnight. These hours can be varied only by agreement and the variation will take effect from the first full pay period after agreement is reached.

19 Reduction in hours worked

- 19.1 ALDI is open to requests for reduced working hours. In accordance with the NES, if you wish to reduce the hours you are required to work, you will be required to identify the reason for the request to reduce your hours of work. ALDI will not unreasonably deny requests to reduce hours of work.
- 19.2 Remuneration will be adjusted on a pro-rata basis where there is a reduction in hours worked.
- 19.3 If you and ALDI cannot agree on the hours of work to apply, the Dispute Resolution provision of this Agreement will be followed.

20 Alarm callouts

- 20.1 If you are required to attend to an alarm callout:
 - (a) a minimum of three (3) hours will be paid, or accrued as time in lieu, for any callout if you are a Store Employee covered by **Schedule 1 or 2**;
 - (b) a minimum of four (4) hours will be paid for any callout if you are a Warehouse or Transport Employee covered by **Schedule 3 or 4**.
- 20.2 All time spent attending to the alarm callout (including travel time) will be treated as time worked.
- 20.3 If you are a Salaried Employee, callouts will be included in the calculation of Agreed Hours in a Fortnight and time off in lieu and no additional payments will be made.
- 20.4 If you are an Hourly Rate Employee, callouts will be paid at the applicable hourly rate for the time of the response to the alarm callout, including any shift loadings, as set out in the Schedule applying to your classification, and will be included in the calculation of your Contract Hours for that Fortnight.
- 20.5 Callouts will not be considered a separate shift when calculating breaks between shifts.

21 Bankable Hours

- 21.1 If you are engaged as an Hourly Rate Employee on a full-time or part-time basis, the Bankable Hours arrangement will apply to your employment. These arrangements allow you to plan and budget and allow ALDI to offer ongoing employment whilst gaining flexibility of hours to be worked to meet business needs.

21.2 General terms regarding Bankable Hours arrangements

- (a) Under the Bankable Hours arrangement:
 - (i) at the start of your employment, you and ALDI agree on the Contract Hours to apply to your role;
 - (ii) you will be rostered to work your Contract Hours on average each Fortnight;
 - (iii) every hour that you work or are on authorised paid or unpaid leave will count towards your Contract Hours. This includes hours worked, hours on authorised unpaid and paid leave, including public holidays, hours worked as overtime and hours worked on public holidays;
 - (iv) any hours you work in excess of your Contract Hours in a pay period may be banked;

- (v) any hours you bank may be paid to you in subsequent pay periods at your request, or may be used to reduce the number of Contract Hours you are required to work in a subsequent pay period;
- (vi) hours which attract a shift loading or overtime or penalty payment may be banked but the shift loading, overtime or penalty payment on the hours worked will be paid in the full pay period after those hours are worked.

21.3 How you will be paid

- (a) You will be paid your Contract Hours for each pay period worked. You will also be paid for any hours worked in excess of your Contract Hours unless you choose to bank these hours in accordance with clause 21.2;
- (b) Your Contract Hours will be paid at your Bankable Hourly Rate, determined in accordance with the classifications in **Schedule 1, 2, 3 and 4** of this Agreement; and
- (c) In each pay period, you will also receive any loadings, penalties or other entitlements which you are eligible to receive in accordance with this Agreement.

21.4 What happens when you do not work your Contract Hours?

- (a) Where you work less than your Contract Hours in a pay period, any Banked Hours will be used to pay you your agreed Contract Hours for that pay period.
- (b) If you do not work your Contract Hours in a pay period, and you have insufficient Banked Hours, you will be paid your Contract Hours, however:
 - (i) the difference between the hours you worked and your Contract Hours will be recorded as a negative balance in your Banked Hours;
 - (ii) any future hours worked in excess of your Contract Hours will be offset against your negative Banked Hours balance until your negative Banked Hours balance returns to zero;
 - (iii) a negative balance in Banked Hours will be capped at twenty (20) hours. If your negative Banked Hours balance goes beyond minus twenty (20) hours, as a result of action taken by ALDI, the negative hours caused by ALDI will be paid to you and will not be recoverable by ALDI.

21.5 What happens to your Bankable Hours when your employment ends?

If your employment comes to an end and:

- (a) you have accrued a positive balance of Banked Hours, those Bankable Hours will be paid out to you on the termination of your employment; or
- (b) you have accrued a negative balance of Banked Hours, you agree that those negative Banked Hours were an advance paid to you by ALDI for Contract Hours that you had not worked prior to your employment ending. You agree that ALDI may set off any negative Banked Hours against any amounts to be paid to you in respect of your termination payments. Any deductions from your termination payments will be in accordance with s324 and 326 of the Act.

22 Rostering arrangements

22.1 Availability to be rostered

You are required to be available and have capacity to be rostered to work as set out in the Schedule for your classification.

22.2 Preparation of Rosters

- (a) Rosters will be prepared at least one (1) week in advance in order to meet business requirements and to satisfy the number of hours required to be worked by each employee during the pay period.
- (b) Rosters will be prepared by your Direct Leader taking into account:
 - (i) ALDI's business requirements;
 - (ii) the fair allocation of work and time off across the team;
 - (iii) adequate breaks between shifts;
 - (iv) requests for rostering preferences (i.e. time off on a particular day) submitted by the nominated day prior to the roster being prepared;
 - (v) your safe transport home; and
 - (vi) to the extent possible, any domestic circumstances that might give rise to a need for specific hours.

22.3 Amendments to Rosters

If you or ALDI require a change to a roster once a roster is finalised, this will occur by agreement between your Direct Leader and you.

22.4 Minimum shift lengths

- (a) If you are employed in a classification under **Schedule 1 or 2**, you will be rostered to work a minimum of three (3) hours per shift.
- (b) If you are employed in a classification under **Schedule 3 or 4**, you will be rostered to work a minimum of four (4) hours per shift.

PART 4 - Pay and related matters

23 Your remuneration

23.1 Salaried Employees

If you are engaged as a Salaried Employee, your remuneration:

- (a) is calculated for your role as set out in **Schedule 1** of this Agreement;
- (b) has been set based on the requirement that you work flexibly, including the requirement to work on Saturdays, Sundays and public holidays as required; and
- (c) is inclusive of all allowances that you may be entitled to, unless specified otherwise in **Schedule 1**.

23.2 Hourly Rate Employees

If you are engaged as an Hourly Rate Employee, the minimum rates of pay for your role are set out in **Schedules 1, 2, 3 and 4** of this Agreement.

24 Superannuation

- 24.1 Where eligible, ALDI will make superannuation contributions for you into an approved superannuation fund nominated by you, in accordance with applicable superannuation legislation.
- 24.2 Where you do not nominate a superannuation fund, ALDI will pay superannuation contributions into ALDI's default fund that is a fund offering a MySuper product.
- 24.3 You may choose to salary sacrifice to superannuation, in accordance with ALDI's salary sacrifice policy.
- 24.4 The amount contributed by ALDI will be based on your Ordinary Time Earnings, prior to any salary sacrifice arrangements being applied by ALDI.

25 Increases to your remuneration

ALDI will review all rates of remuneration at least annually, taking into account business performance and market conditions.

26 Payment of remuneration

- 26.1 Your remuneration, less superannuation and tax, will be paid to you on a fortnightly basis into your nominated bank account. Any change in remuneration will take effect in the first full pay period commencing after any review.
- 26.2 If you are a Salaried Employee, you will be paid a fortnightly instalment of your annual base salary plus any Business Review Payment applicable for the previous Fortnight.
- 26.3 If you are an Hourly Rate Employee, you will receive payment for all hours worked, including Contract Hours, any positive Bankable Hours, any overtime, public holidays and applicable allowances payable for the previous Fortnight.

PART 5 - Leave and public holidays

27 General entitlements

- 27.1 You are entitled to all leave entitlements in accordance with the NES as a minimum, subject to any additional terms regarding attendance and payment as set out below.

28 Annual leave

- 28.1 Annual leave accrues in accordance with the NES.
- 28.2 Shiftworkers, as defined in **Schedules 3 and 4**, are entitled to an additional week of annual leave. You are only eligible to be defined as a Shiftworker if you are employed under a classification in Schedules 3 and 4.
- 28.3 You may take annual leave at a time mutually agreed between you and ALDI following due consideration of operational requirements and business needs.

28.4 No annual leave (or time off using Bankable Hours or Time in Lieu) may ordinarily be taken in the following periods:

- (a) the two (2) weeks immediately prior to Christmas Day; and
- (b) in the week immediately prior to Easter Sunday.

28.5 Taking annual leave before it accrues

You and ALDI may agree to you taking a period of annual leave in advance of the entitlement accruing. Provided that, if the leave is taken in advance and your employment terminates before the entitlement accrues, ALDI may make a corresponding deduction from any money due to you on termination.

28.6 Direction to take annual leave

- (a) ALDI may direct you to take annual leave if you have accrued more than eight (8) weeks' annual leave, and you and ALDI are unable to reach agreement on the taking of the leave.
- (b) ALDI must give you at least four (4) weeks' notice prior to the date you are required to commence the leave, and after taking the annual leave, you must retain a balance of at least six (6) weeks' annual leave.
- (c) Under certain circumstances, you may request to be allowed to accrue more than eight (8) weeks' annual leave. Such circumstances are for planned periods of parental leave, or planned holidays. Your request must be approved by your Direct Leader.

28.7 Cashing out your annual leave

- (a) It is the intention that you will take your annual leave within the year it accrues, however you and ALDI may agree in writing that an amount of your accrued annual leave will be cashed out, provided that:
 - (i) after the cashing out, you retain at least four (4) weeks' annual leave; and
 - (ii) you are paid for the annual leave hours cashed out at the base rate of pay that would have been payable had you taken the leave.
- (b) If an amount of annual leave is cashed out, your annual leave accrual will be reduced accordingly.

29 Personal leave

29.1 Personal leave includes sick leave and carer's leave and accrues in accordance with the NES.

29.2 Your entitlement to accrue and take paid personal leave is set out in the NES.

29.3 Taking sick leave

Accrued sick leave may be taken when you are absent due to a genuine illness or injury.

29.4 Taking carer's leave

- (a) Accrued carer's leave may be taken to care for a member of your Immediate Family or Household, where such care is necessary and you are responsible for the care of your Immediate Family or Household Member.

- (b) If you have exhausted your accrued carer's leave entitlements, you may take unpaid carer's leave for a particular permissible occasion as a continuous period of two (2) days or on separate days as agreed between you and ALDI.

29.5 Notice required

- (a) You must speak to your Direct Leader by telephone to notify any absence on sick or carer's leave at the first opportunity before the start of your shift, or earlier if possible (unless there are exceptional circumstances). You must notify ALDI of the nature of any illness or injury and the expected duration of your absence.
- (b) If you are a Store Manager or Section Leader, you are required to notify the Stand-In Store Manager or Stand-In Section Leader of your absence before the commencement of your rostered shift.

29.6 Evidence required

You are expected to prove to the satisfaction of ALDI that your claim for sick leave or carer's leave is genuine. You will be required to provide evidence such as a medical certificate, a statutory declaration or other evidence as reasonably required by ALDI, including where:

- (a) ALDI has concerns about the frequency, length or patterns of your absences;
- (b) your absence is for a period of two (2) consecutive days or more; or
- (c) you have already had two (2) single day absences in a year.

29.7 Payment of personal leave

Personal leave will be paid in accordance with the relevant Schedule for your classification.

30 Compassionate leave

30.1 You are entitled to:

- (a) two (2) days of paid Compassionate Leave for each occasion you are absent due to a member of your Immediate Family or Household having an illness or injury that poses a serious threat to life; and
- (b) three (3) days of paid leave when you are absent due to the death of an Immediate Family Member or member of your Household.

30.2 Evidence requirements

ALDI may require you to provide evidence of the illness, injury or death of a member of your Immediate Family or Household.

31 Leave to deal with family or domestic violence

31.1 Entitlement to leave to deal with family or domestic violence

- (a) You may take up to ten (10) days of paid leave per calendar year to deal with family or domestic violence.
- (b) You may also access accrued paid personal leave for this purpose and you will be paid in accordance with PART 5 - 29.7 of this Agreement.
- (c) Family or Domestic Violence Leave may be used to attend medical appointments, legal proceedings and other activities related to family or domestic violence.

31.2 Taking leave

You may take leave where you are directly affected by family or domestic violence, or where you are supporting a member of your Immediate Family who is experiencing family or domestic violence.

31.3 Notice and Proof

- (a) You will be required to notify your Direct Leader of your absence.
- (b) You may be required to provide evidence that family or domestic violence has occurred. Suitable evidence would include a document issued by the Police, a Court, a Doctor, District Nurse, Lawyer and/or a Statutory Declaration.

31.4 Confidentiality

Personal information concerning matters of family or domestic violence will be kept confidential and may be divulged only in exceptional circumstances, in consultation with you, where it is imperative to maintain your safety and/or the safety of co-workers. You will not suffer adverse consequences as a result of disclosing an experience of family or domestic violence.

31.5 Workplace changes to support you

ALDI will make every effort where practicable to accommodate any requirement for temporary changes to your hours of work, and any changes to telephone numbers to avoid harassing contact in order to support you where you are experiencing family or domestic violence.

32 Community service leave

32.1 Entitlement to community service leave

You are entitled to community service leave in accordance with the NES.

32.2 Jury service leave

The entitlement to paid jury service leave for each classification is in the Schedule relating to that classification.

32.3 Notice and proof

- (a) You must provide as much notice as possible of your absence on community service leave, including jury service leave.

- (b) You must provide ALDI with the requirement for attendance, proof of attendance, duration of attendance for community service leave and, in respect of any jury service leave, the payments you receive.

33 Parental leave

You are entitled to parental leave in accordance with the provisions of the Act.

34 Long service leave

You are entitled to long service leave in accordance with the long service leave legislation applicable in the State or Territory in which you work.

35 Public holidays

- 35.1 Public holidays will be as gazetted in the location in which you work.
- 35.2 Typically, ALDI will operate on public holidays and you should expect that you will be requested to work on such public holidays. Subject to this, section 114 of the Act will apply.
- 35.3 The payment and leave arrangements for public holidays for Store Employees, Warehouse Employees and Transport and Distribution Employees are contained in **Schedules 1, 2, 3 and 4**.

PART 6 - Ending your employment

36 Notice of termination

- 36.1 Notice of termination is provided for in the NES, which provides as follows:

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

- 36.2 If you are over 45 years of age and have more than two (2) years' service, an additional week's notice of termination will be provided by ALDI.
- 36.3 If you wish to terminate your employment, you must give ALDI the same notice that it would be required to give you, except that you are not required to give any additional notice based on your age.
- 36.4 ALDI may, at its discretion, make a payment in lieu of all or part of your notice period. Payment in lieu of notice will be the amount you would have received had you worked through the notice period.

- 36.5 If you are guilty of serious misconduct, serious non-observance of the terms of this Agreement or serious neglect of your duties, you may be instantly dismissed. If this occurs, no notice of termination will be provided or paid. You will only be paid for hours worked up to the time of dismissal, plus any accrued leave entitlements which are payable on termination of employment in these circumstances.
- 36.6 Where ALDI has given you notice of your termination of employment, you will be allowed to take one day off during the notice period without loss of pay for purposes of seeking other employment. This time off is to be taken at times convenient to you and ALDI after consultation with ALDI.
- 36.7 Where your employment terminates, ALDI will make a payment to you of any amounts owed to you (less any amounts that ALDI is entitled to deduct or recover from you) in the first full fortnightly pay cycle following the date on which your employment terminates.

37 On termination of employment

On termination of your employment, you must leave all Company property (including Company information and documents) with your Direct Leader.

38 Redundancy

38.1 Definition of Redundancy

Redundancy relates to positions within the business. Your position is redundant if a decision is made that your position is no longer required in the business. It does not apply to ordinary and customary turnover of labour.

38.2 Alternative Roles

If your position is redundant, ALDI will firstly make all reasonable efforts to place you in another suitable position within ALDI's business. Where an acceptable alternative employment is arranged by ALDI, 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.

38.3 Severance Pay

- (a) If your employment is terminated due to redundancy of your position, you will be entitled to notice periods as set out in Part 6- 36 Notice of termination above. You will also be entitled to a severance payment based on your length of service:

Length of Continuous Service	Weeks of Severance Pay
Less than 1 year	6 weeks
1-2 years	8 weeks
2-3 years	10 weeks
3-4 years	12 weeks
4-5 years	14 weeks
5-6 years	16 weeks
6-7 years	18 weeks
7-8 years	20 weeks
8-9 years	22 weeks
9-10 years	24 weeks
10 years and over	26 weeks

- (b) A week's pay for Hourly Rate Employees will be based on your average Ordinary Time Earnings for the previous 12 months. A week's pay for Salaried Employees will be based on your base salary payable at the time of termination of employment.
- (c) If you terminate your employment during the period of notice in clause 36, you will receive payments under this clause calculated up to the final day of your notice period, however the unworked portion of your notice period will not be paid.

PART 7 - Consultation, Dispute Resolution and Flexibility

39 Consultation

The model consultation term at Schedule 2.3 of the Fair Work Regulations 2009 will apply to this Agreement.

40 Dispute resolution

This clause sets out the procedure for resolving a dispute between parties to this Agreement.

40.1 What is the dispute resolution process?

- (a) The procedure to be followed to resolve a matter will be as follows:
 - (i) Step 1: You should meet and discuss the matter with your Direct Leader to resolve the matter;
 - (ii) Step 2: If the matter is not resolved in the meeting between you and your Direct Leader, you should meet and discuss the matter with your Personnel Leader to resolve the matter; and
 - (iii) Step 3: If the matter is not resolved in the meeting between you and your Personnel Leader, you may raise your concern with the next level of management in order to resolve the matter.
 - (iv) Step 4: If this matter is not resolved at Step 3, you may appeal to the Managing Director of your Region to review the matter.
- (b) Resolution of disputes will be by discussion and consideration of business needs will be encouraged at all times.
- (c) If the matter relates to a matter arising under this Agreement or the NES, and the matter remains unresolved following the process outlined above in PART 7 - 40.1(a), either you or ALDI may refer the matter to the Fair Work Commission for conciliation.
- (d) If the matter remains unresolved, you and ALDI (and any other employees involved in the matter) may agree for the Fair Work Commission to then arbitrate the dispute and make a determination that is binding on the parties.
- (e) The decision of the Fair Work Commission will bind the parties, subject to either you or ALDI exercising a right of appeal against the decision.
- (f) If you request a comparison under PART 1 – 6.3 and you and ALDI cannot reach agreement about the remuneration to be paid, this dispute resolution process will be followed, and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.
- (g) If you request a reduction in your hours of work under PART 3 - 19 and you and ALDI cannot reach agreement, this dispute resolution process will be followed, and the parties will agree to the Fair Work Commission arbitrating and making a binding determination to resolve the matter.

40.2 What happens while the dispute is being resolved?

- (a) While the dispute is being resolved you will continue to work in accordance with your ordinary working arrangements, unless you have a reasonable concern about an imminent risk to your health or safety.

40.3 Representation

- (a) You may be accompanied by a representative or a support person during the dispute resolution process to assist you in any step of this process.

41 Individual flexibility arrangements

41.1 Making an individual flexibility arrangement

- (a) You and ALDI may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if the arrangement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates; and
 - (iv) allowances.
- (b) ALDI must ensure that the terms of the individual flexibility arrangement:
 - (i) are in writing; and
 - (ii) include your details and ALDI's details; and
 - (iii) are signed by you and ALDI (or if you are under 18 years of age, are signed by your parent or guardian); and
 - (iv) are about permitted matters under section 172 of the Act; and
 - (v) are not unlawful terms under section 194 of the Act; and
 - (vi) result in you being better off overall than you would be if no arrangement was made; and
 - (vii) include the terms of the Agreement that will be varied by the individual flexibility arrangement; and
 - (viii) set out how the arrangement will vary the effect of the terms of this Agreement; and
 - (ix) set out how you will be better off overall as a result of the arrangement; and
 - (x) state the date on which the arrangement commences.
- (c) The individual flexibility arrangement must meet the genuine needs of you and ALDI in relation to one (1) or more of the matters specified in PART 7 - 41.1(a), and must be genuinely agreed to by you and ALDI.
- (d) ALDI must give you a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) Either you or ALDI may terminate the individual flexibility arrangement:
 - (i) By giving no more than 28 days written notice to the other party to the arrangement; or
 - (ii) If you and ALDI agree in writing - at any time.

42 Definitions

For the purposes of this Agreement

Term	Meaning
Act	<i>Fair Work Act 2009</i> as amended or replaced from time to time.
Agreed Hours	hours that are set by agreement between ALDI and each Store Management Employee.
Anniversary Date	the date 12 months from your commencement in your current role. Periods of extended unpaid leave are not included when calculating your Anniversary Date.
Bankable Hourly Rate	the base rate of pay for a classification, excluding any shift loadings, allowances or penalties.
Bankable Hours	those hours in excess of the Contract Hours, and which do not attract overtime rates. Contributing hours for Bankable Hours calculations are all hours actually worked, hours on authorised paid leave, unpaid leave and on public holidays and Hours Actually Worked as overtime and on public holidays.
Contract Hours	hours that are set by agreement between ALDI and each Hourly Rate Employee. Contributing hours for Contract Hours calculations are all Hours Actually Worked, hours on authorised paid leave, unpaid leave and public holidays and Hours Actually Worked as overtime and on public holidays.
Derrimut Region	is defined in PART 1- 5.2 of this Agreement.
Direct Leader	has the meaning set out in PART 2 - 9.1 of this Agreement.
Employee	an Employee of ALDI who is covered by this Agreement.
Fortnight	a full pay period which commences on Monday and ceases 14 days later, at the end of the Sunday shift of the following week.
Full-time Employee	an employee who works at least 38 hours per week plus reasonable additional hours.
Full-time Ordinary Hours	38 hours per week.
Fully Flexible Store Employee	an Hourly Rate Store Employee who is available to be rostered on any day in a Week for up to five (5) shifts in a Week. Fully Flexible Store Employees may be rostered to work at any time on these days.
Hourly Rate Employee	an Employee who is engaged by ALDI on an hourly rate of pay and not an annual salary.
Hours Actually Worked	authorised hours physically spent by the Employee in the workplace, excluding unpaid breaks.
Household Member	A person living at the same residential address as the Employee.
Immediate Family Member	a 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 former spouse, de-facto spouse and same gender partner. "Parent" includes foster parent and stepparent.
Job Description	an outline of tasks and responsibilities and the areas in which the Employee is required to take action and make decisions independently.

Term	Meaning																								
Leave Day	a day of authorised paid leave, paid in accordance with Schedules 1, 2, 3 and 4.																								
Limited Roster Employee	an Hourly Rate Store Employee who is not available to be rostered for up to five (5) shifts on any day 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.																								
Minimum Business Review Payment	the payment included in the salary of Store Managers and Assistant Store Managers as the guaranteed minimum entitlement payable under this bonus scheme.																								
NES	National Employment Standards in the Act.																								
Notional Shift Hours	based on agreed Contract Hours for Hourly Rate Employees: <table> <tr> <td>Contract Hours per Fortnight</td> <td>Notional Shift Hours</td> </tr> <tr> <td>Up to and including 21 Contract Hours</td> <td>4.0 hours</td> </tr> <tr> <td>30 Contract Hours</td> <td>4.75 hours</td> </tr> <tr> <td>40 Contract Hours</td> <td>5.25 hours</td> </tr> <tr> <td>50 Contract Hours</td> <td>5.5 hours</td> </tr> <tr> <td>55 Contract Hours</td> <td>6.0 hours</td> </tr> <tr> <td>60 Contract Hours</td> <td>6.5 hours</td> </tr> <tr> <td>70 Contract Hours</td> <td>7.25 hours</td> </tr> <tr> <td>76 Contract Hours</td> <td>8.0 hours</td> </tr> <tr> <td>80 Contract Hours</td> <td>9.75 hours</td> </tr> <tr> <td>90 Contract Hours</td> <td>9.75 hours</td> </tr> <tr> <td>96 Contract Hours</td> <td>10.0 hours</td> </tr> </table>	Contract Hours per Fortnight	Notional Shift Hours	Up to and including 21 Contract Hours	4.0 hours	30 Contract Hours	4.75 hours	40 Contract Hours	5.25 hours	50 Contract Hours	5.5 hours	55 Contract Hours	6.0 hours	60 Contract Hours	6.5 hours	70 Contract Hours	7.25 hours	76 Contract Hours	8.0 hours	80 Contract Hours	9.75 hours	90 Contract Hours	9.75 hours	96 Contract Hours	10.0 hours
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76 Contract Hours	8.0 hours																								
80 Contract Hours	9.75 hours																								
90 Contract Hours	9.75 hours																								
96 Contract Hours	10.0 hours																								
Office employee	an employee principally employed to perform duties in an office environment, who performs work relevant to ALDI operations across multiple stores, DCs and/or Regions.																								
Ordinary Hours	all hours worked which are non-overtime hours including those hours which attract a shift loading and penalties.																								
Ordinary Time Earnings	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	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	an Employee who works fewer than 38 hours per week on average.																								
Permanent Section Leader	A Section Leader who receives payment of the Section Leader allowance for all hours worked.																								
Personnel Leader	has the meaning set out in PART 2 - 9.2 of this Agreement.																								
Salaried Employee	an Employee who is paid an annual salary and not an hourly rate of pay.																								
Stand In Store Manager and Stand In Section Leader	Employees who cover the Store Manager or Section Leader in their absence.																								
Store Employees	an Employee engaged to work in a store operated by ALDI including Store Managers, Assistant Store Managers, Store Management Trainees, Permanent Shift Managers, and Store Assistants.																								

Term	Meaning
Store Management Trainee	a person engaged by ALDI as a Store Management Trainee on a training program defined by ALDI.
Transport and Distribution Employee	an Employee engaged to work in the transport and distribution operations of ALDI including Section Leaders, Transport Operators and Transport Drivers operating from the DC.
Warehouse Employee	an Employee engaged to work in a DC operated by ALDI including Section Leaders, Warehouse Operators, Warehouse Mechanics, Warehouse Caretakers, Warehouse Checkers, Warehouse Labourers and Palletisers.
Week	Monday to Sunday.
You	a reference to "you" means a reference to any Employee covered by this Agreement.

SCHEDULE 1 – Store Management Employees

PART A - Operation of the Schedule

1 Application of this Schedule

- 1.1 This Schedule applies to all Store Employees engaged as Store Management Employees ("Store Management Employees"), specifically Store Managers, Assistant Store Managers, Store Management Trainees and Permanent Shift Managers.
- 1.2 If there is any inconsistency between the Agreement and this Schedule, the provisions of this Schedule will apply.

PART B - Employment arrangements

2 Types of employment

2.1 Store Managers

Store Managers are employed on a Full-Time basis and are Salaried Employees.

2.2 Assistant Store Managers

Assistant Store Managers are employed on either a Full-Time or Part-Time basis and are Salaried Employees. If you are employed on a Part-Time basis, you will receive pro-rata leave entitlements and remuneration.

2.3 Store Management Trainees

Store Management Trainees are employed on a Full-Time basis and are Salaried Employees.

2.4 Permanent Shift Managers

Permanent Shift Managers are employed on a Part-Time basis and are Hourly Rate Employees. You will receive pro-rata leave entitlements based on hours worked each Fortnight.

PART C - Hours of work

3 Hours of work

- 3.1 Store Management Employees will be required to work up to ten (10) out of fourteen (14) days in a Fortnight, as rostered, including work on Saturdays, Sundays and public holidays as required.
- 3.2 Rosters will be prepared so that on any day your shift will be continuous, except for work breaks and meal breaks.

4 Full-Time Employees

If you are a Full-Time Salaried Store Management Employee, you will work an average of 38 ordinary hours plus reasonable additional hours each Week (an average of 76 ordinary hours plus reasonable additional hours each Fortnight). The salary paid each Fortnight recognises the additional hours worked by you, as agreed with ALDI on commencement.

5 Part-Time Employees

If you are a Part-Time Employee, you will work an average of fewer than 38 ordinary hours each week (an average of fewer than 76 ordinary hours each Fortnight). Remuneration paid will be based on the proportion of Agreed Hours per week to 40 Hours. Leave will accrue on a pro-rata basis based on the proportion of Full-Time Ordinary Hours worked by you each week.

6 Change to hours worked by a classification

At ALDI's discretion, the additional hours required to be worked by a classification working on a Full-Time basis may be amended and a commensurate change to your remuneration will be made. If you are affected by this change, you will be consulted in accordance with PART 7 - clause 39 of the Agreement.

7 Time off in lieu

7.1 Time off in lieu arrangements

All Store Managers, Assistant Store Managers and Store Management Trainees are entitled to time off in lieu arrangements under this clause.

7.2 Hours worked above Agreed Hours per Fortnight

If you work more than your Agreed Hours in a Fortnight, these hours will be recorded and may be taken as time off in lieu at a later date.

7.3 Hours worked under Agreed Hours per Fortnight

If you work fewer than your Agreed Hours in a Fortnight, these hours will be recorded and must be made up by working more hours than your Agreed Hours in another Fortnight.

7.4 Taking time off in lieu

- (a) Time off in lieu may be taken by agreement between you and ALDI. ALDI may direct you to take accrued time off in lieu with one month's notice.
- (b) If you resign or are dismissed, you 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.

8 Bankable Hours for Permanent Shift Managers

All Permanent Shift Managers are entitled to the Bankable Hours arrangements in clause 21 of the Agreement.

9 Breaks

- 9.1 As a Store Management Employee, you are responsible for deciding when breaks are to be taken during each shift, taking into account your own safety, the safety of other employees and business requirements.
- 9.2 At least one unpaid meal break of 30 minutes will be taken each day. You will not be required to work more than five hours without taking an unpaid break of at least 30 minutes.

- 9.3 Permanent Shift Managers and Store Management Trainees will be rostered to ensure at least a ten (10) hour break between the finish of one shift and the start of the next shift. If a break of at least ten (10) hours is not provided, Permanent Shift Managers and Store Management Trainees will receive a penalty payment for the next shift:
- For Permanent Shift Managers - the penalty payment for the next shift is set out in clause 13 of this Schedule;
 - For Store Management Trainees - the penalty payment for the next shift is set out in clause 12 of this Schedule.

PART D - Remuneration

10 Store Manager

- 10.1 Store Managers receive a salary plus a Business Review Payment (BRP) for all hours worked.
- 10.2 As a Store Manager, your salary is set based on the Agreed Hours to be worked in a Fortnight, and is inclusive of all allowances and a Minimum Business Review Payment. The payment of your salary will be on a fortnightly basis.

Agreed Hours per Fortnight	Minimum Business Review Payment included in salary	Year 1 Salary (inclusive of minimum BRP)	Year 2 Salary (inclusive of minimum BRP)	Year 3 Salary (inclusive of minimum BRP)	Year 4 Salary (inclusive of minimum BRP)	Year 7 Salary (inclusive of minimum BRP)
80 hours	\$11,856.00	\$66,425.69	\$72,409.57	\$78,313.99	\$84,271.39	\$90,175.82
90 hours	\$13,338.00	\$74,738.83	\$81,384.63	\$88,030.44	\$94,702.71	\$101,348.51
100 hours	\$14,820.00	N/A	N/A	N/A	\$105,292.89	\$112,733.01

- 10.3 Your progression from one Year to the next occurs in the next full pay period after your Anniversary Date.
- 10.4 Your Business Review Payment will be paid based on the achievement of targets set by ALDI and communicated to you. Payment of the Business Review Payment will be on a fortnightly basis, based on results achieved in the previous Fortnight.
- 10.5 Your Business Review Payment is based on your Agreed Hours in a Fortnight as follows:

Agreed Hours per Fortnight	Minimum Business Review Payment per Fortnight already included in salary	Proportion of Business Review Payment
80 hours	\$456	88.9%
90 hours	\$513	100%
100 hours	\$570	111%

- 10.6 On commencement of this Agreement, your Business Review Payment will be based on productivity and sales targets.
- (a) Productivity bonus (based on 90 Agreed Hours per Fortnight) will be calculated as 118.125% of achieved productivity figure for the store for the previous Fortnight. The productivity figure is stores sales divided by total productive hours worked in your store for the previous Fortnight, multiplied by \$0.4625.
 - (b) Sales bonus (based on 90 Agreed Hours per Fortnight) will be calculated as a percentage of Fortnightly sales for your store, cumulatively calculated as:

Fortnightly Sales	% of Fortnightly Sales
\$0 - \$280,000	0.0900%
\$280,001 - \$465,000	0.0675%
\$465,001 - \$695,000	0.0450%
>=\$695,001	0.0225%

For example, Fortnightly sales of \$400,000 would result in a Sales Bonus of:

$$(0.0900\% \times \$280,000) + (0.0675\% \times \$120,000) = \$252 + \$81 = \$333$$

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

$$\begin{aligned} &(0.0900\% \times \$280,000) + (0.0675\% \times \$185,000) + (0.0450\% \times \$230,000) + (0.0225\% \times \$105,000) \\ &= \$252 + \$124.88 + \$103.50 + \$23.63 = \$504.01 \end{aligned}$$

- (c) The actual Business Review Payment paid each Fortnight will be the percentage based on your Agreed Hours of:

The Productivity Bonus plus the Sales Bonus less the Minimum Business Review Payment for your Agreed Hours in clause 10.5 of this Schedule.

- 10.7 You acknowledge that ALDI has the right to vary the above formulas and the method of calculating the Business Review Payment at ALDI's complete discretion. The Minimum Business Review Payment will continue to be paid as part of your salary.
- 10.8 Superannuation is payable in accordance with superannuation legislation and is calculated on your salary and any additional Business Review Payment payable.

11 Assistant Store Manager

- 11.1 Assistant Store Managers receive a salary plus Business Review Payment (BRP) for all hours worked.
- 11.2 Your salary as an Assistant Store Manager is set based on the Agreed Hours to be worked in a Fortnight, and is inclusive of all allowances and a Minimum Business Review Payment. Payment of your salary will be on a fortnightly basis, and will be as follows:

Agreed Hours per Fortnight	Minimum Business Review Payment included in salary	Year 1 Salary (inclusive of minimum BRP)	Year 2 Salary (inclusive of minimum BRP)
60 hours	\$6,864.00	\$ 47,109.48	\$50,127.89
64 hours	\$7,321.60	\$50,250.11	\$53,469.75
70 hours	\$8,008.00	\$54,961.06	\$58,482.53
80 hours	\$9,152.00	\$62,847.94	\$66,872.49
90 hours	\$10,296.00	\$70,664.22	\$75,191.83
100 hours	\$11,440.00	N/A	\$83,564.13

- 11.3 Your progression from one Year to the next occurs in the next full pay period after your Anniversary Date.
- 11.4 Your Business Review Payment will be paid based on the achievement of targets set by ALDI and communicated to you. Payment of the Business Review Payment will be on a fortnightly basis, based on results achieved in the previous Fortnight.
- 11.5 Your Business Review Payment is based on your Agreed Hours in a Fortnight as follows:

Agreed Hours per Fortnight	Minimum Business Review Payment per Fortnight already included in salary	Proportion of Business Review Payment
60 hours	\$264.00	66.7%
64 hours	\$281.60	71.1%
70 hours	\$308.00	77.8%
80 hours	\$352.00	88.9%
90 hours	\$396.00	100%
100 hours	\$440.00	111%

- 11.6 On commencement of this Agreement, your Business Review Payment will be based on productivity and sales targets.
- (a) Productivity bonus (based on 90 Agreed Hours per Fortnight) will be calculated as 94.5% of achieved productivity figure for the store for the previous Fortnight. The productivity figure is stores sales divided by total productive hours worked in your store for the previous Fortnight, multiplied by \$0.4625.
- (b) Sales bonus (based on 90 Agreed Hours per Fortnight) will be calculated as a percentage of Fortnightly sales for your store, cumulatively calculated as:

Fortnightly Sales	% of Fortnightly Sales
\$0 - \$280,000	0.0594%
\$280,001 - \$465,000	0.0396%
\$465,001 - \$695,000	0.0297%
>=\$695,001	0.01485%

For example, Fortnightly sales of \$400,000 would result in a Sales Bonus of:
 $(0.0594\% \times \$280,000) + (0.0396\% \times \$120,000)$
 $= \$166.32 + \$47.52 = \$213.84$

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

$(0.0594\% \times \$280,000) + (0.0396\% \times \$185,000) + (0.0297\% \times \$230,000) + (0.01485\% \times \$105,000)$
 $= \$166.32 + \$73.26 + \$68.31 + \$15.59 = \$323.48$

- (c) The actual Business Review Payment paid each Fortnight will be the percentage based on your Agreed Hours of:

The Productivity Bonus plus the Sales Bonus less the Minimum Business Review Payment for your Agreed Hours in clause 11.5 of this Schedule.

- 11.7 You acknowledge that ALDI has the right to vary the above formulas and the method of calculating the Business Review Payment at ALDI's complete discretion. The Minimum Business Review Payment will continue to be paid as part of your salary.
- 11.8 Superannuation is payable in accordance with superannuation legislation and is calculated on your salary and any additional Business Review Payment payable.

12 Store Management Trainee

- 12.1 Store Management Trainees receive a base salary for all hours worked. No Business Review Payment is payable.
- 12.2 As a Store Management Trainee, your base salary is calculated based on you working 80 hours per Fortnight as follows:

	Year 1	Year 2
80 hours	\$57,972.97	\$62,154.97

- 12.3 Your progression from Year 1 to Year 2 occurs in the next full pay period after your Anniversary Date.
- 12.4 If you do not have a break in accordance with the requirements in clause 9.3 above, you will receive a Break Loading of \$25.31 for every hour worked until you receive a ten (10) hour break, in addition to the salary payable for your shift.
- 12.5 Superannuation is payable in accordance with superannuation legislation.

13 Permanent Shift Manager

- 13.1 Permanent Shift Managers receive an hourly rate of pay for all hours worked.
- 13.2 As a Permanent Shift Manager, you and ALDI may agree that your Agreed Hours will be either 60, 70 or 75 hours per Fortnight. Your Notional Shift Hours will be either 6, 7 or 7.5 hours, based on these Agreed Hours.
- 13.3 Your Hourly Rate as a Permanent Shift Manager is based on when you perform work as follows:

Permanent Shift Managers	Hourly Rate
Monday to Friday 7am-6pm (Bankable Hourly Rate)	\$26.45
Monday to Friday 6pm -11pm	\$29.86
Monday to Friday 11pm-7am	\$37.03
Saturday 12am-7am	\$37.97
Saturday 7am-11pm	\$31.74
Saturday 11pm-12am	\$37.97
Sunday 12am-9am	\$47.61
Sunday 9am-11pm	\$37.95
Sunday 11pm-12am	\$47.61
Public holidays	\$54.22
Break Loading where less than 10 hour break between shifts	\$26.45

- 13.4 Overtime will be paid at the rate of time-and-a-half (150%) of the Bankable Hourly Rate for all hours required to be worked in excess of:
 - (a) nine (9) Ordinary Hours in a day; or
 - (b) seventy-six (76) Ordinary Hours in a Fortnight.
- 13.5 Superannuation is payable in accordance with superannuation legislation for all hours worked.
- 13.6 If you do not have a break in accordance with the requirements in clause 9.3 above, you will receive a Break Loading as set out in 13.3 above for every hour worked until you receive a ten (10) hour break. In addition you will also receive payment of your Bankable Hourly Rate for your rostered shift.

PART E - Leave

14 Public holidays

- 14.1 If you are a Store Manager, Assistant Store Manager or Store Management Trainee and:
- (a) you work on a public holiday:
 - (i) you will receive an additional day of paid leave in lieu of the public holiday; and
 - (ii) those hours of work will be included in the calculation of your Agreed Hours when calculating any time off in lieu.
 - (b) you do not work on a public holiday, you will continue to receive your salary for that day.
- 14.2 If you are a Permanent Shift Manager and:
- (a) you work on a public holiday, you will be paid for all hours worked at the public holiday rate of pay set out in clause 13.3 of this Schedule.
 - (b) you do not work on a public holiday, you will be paid at your Bankable Hourly Rate of pay for your Notional Shift Hours for that day.

15 Annual leave and leave loading

- 15.1 In addition to the matters set out in PART 5 - clause 28 of the Agreement, Store Management Employees are entitled to annual leave in accordance with this clause.
- 15.2 If you are employed on a Full-Time basis you will accrue five (5) weeks of annual leave per annum.
- 15.3 If you are employed on a Part-Time basis, you will accrue five (5) weeks of annual leave per annum, calculated on a pro-rata basis, based on the proportion of your Agreed Hours to Full-Time Hours per Fortnight.
- 15.4 If you are employed as a Store Manager, Assistant Store Manager or Store Management Trainee, you will be paid your base salary and any applicable Business Review Payment when taking annual leave.
- 15.5 If you are employed as a Permanent Shift Manager, you will be paid for your Notional Shift Hours at the Bankable Hourly Rate as set out in clause 13 of this Schedule when taking annual leave. If you are rostered to work more or less than your Notional Shift Hours on a day of annual leave, you will be paid for the number of hours you were rostered to work.
- 15.6 Store Management Employees will not receive a separate payment for any annual leave loading as this is included as part of the base remuneration of Store Management Employees.

16 Personal leave

- 16.1 In addition to the matters set out in PART 5 - clause 29 of the Agreement, Store Management Employees are entitled to personal leave in accordance with this clause.
- 16.2 If you are employed as a Store Manager, Assistant Store Manager or Store Management Trainee, you will receive a payment of your salary and any applicable Business Review Payment when taking personal leave.

- 16.3 If you are employed as a Permanent Shift Manager, you will be paid for your Notional Shift Hours per day at the Bankable Hourly Rate set out in clause 13 of this Schedule when you are absent on personal leave. If you are rostered to work more or less than your Notional Shift Hours on a day of personal leave, you will be paid for the number of hours you were rostered to work.

17 Compassionate leave

- 17.1 In addition to the matters set out in PART 5- clause 30 of the Agreement, Store Management Employees are entitled to compassionate leave in accordance with this clause.
- 17.2 If you are employed as a Store Manager, Assistant Store Manager or Store Management Trainee, you will be paid your salary and any applicable Business Review Payment when you are absent on compassionate leave.
- 17.3 If you are employed as a Permanent Shift Manager, you will be paid for your Notional Shift Length per day at the base hourly rate as set out in clause 13 of this Schedule when you are absent on compassionate leave. If you are rostered to work more or less than your Notional Shift Length on a day of compassionate leave, you will be paid for the number of hours you were rostered to work.

18 Jury service leave

- 18.1 In addition to the matters set out in PART 5- clause 32 of the Agreement, Store Management Employees are entitled to jury service leave in accordance with this clause.
- 18.2 If you are employed as a Store Manager, Assistant Store Manager or Store Management Trainee, you will be paid your salary and any applicable Business Review Payment, less any payment received in respect of jury service when on jury service leave.
- 18.3 If you are employed as a Permanent Shift Manager, you will be paid for your Notional Shift Hours per day at the Bankable Hourly Rate as set out in clause 13 of this Schedule, less any payment received in respect of jury service when on Jury service leave. If you are rostered to work more or less than your Notional Shift Hours on a day of Jury service leave, you will be paid for the hours you were rostered to work.

SCHEDULE 2 - Hourly Rate Store Employees

PART A - Operation of the Schedule

1 Application of this Schedule

- 1.1 This Schedule applies to all Hourly Rate Store Employees engaged as Fully Flexible Store Assistants and Limited Roster Store Assistants.
- 1.2 If there is any inconsistency between the Agreement and this Schedule, the provisions of this Schedule will apply.

PART B - Types of Employment

2 Fully Flexible Store Assistants

If you are employed as a Fully Flexible Store Assistant:

- (a) you may be rostered to work at any time on any day in a Week from Monday to Sunday; and
- (b) on average you will work up to ten (10) shifts per Fortnight; and
- (c) your hours will be averaged over a Fortnight.

3 Limited Roster Store Assistants

- 3.1 If you are employed as a Limited Roster Store Assistant, you are not available to work on any day in a Week from Monday to Sunday, and you nominate the days you are available to be rostered to work.
- 3.2 You may be requested by a Store Manager to work additional shifts as Ordinary Hours on other days not nominated by you, but you may refuse this request.
- 3.3 Limited Roster Store Assistants may be offered a maximum of 30 Contract Hours per Fortnight.
- 3.4 Limited Roster Store Assistants will only receive leave (including Personal Leave, Annual Leave, and other statutory leave requirements) or public holiday entitlements, on the days you have agreed that you are usually available to work.

PART C - Hours of work

4 Agreement on Hours Worked

On commencement, Hourly Rate Store Employees and ALDI will agree on the Contract Hours to be worked on average each Fortnight. These hours may be varied only by agreement between you and ALDI.

5 Ordinary Hours

5.1 Span of Hours

- (a) Ordinary Hours may be worked by Hourly Rate Store Employees within the following span:

6:00am – 11:00pm Monday to Sunday

- (b) Hours worked outside this span will not be Ordinary Hours and will be paid at the rates set out in Part D of this Schedule.

5.2 Overtime

- (a) Overtime will be paid at the rate of time-and-a-half (150%) of the Bankable Hourly Rate for all hours required to be worked:
- (i) in excess of nine (9) Ordinary Hours in a day;
 - (ii) in excess of seventy six (76) Ordinary Hours in a Fortnight.
- (b) You agree to work reasonable overtime as required.
- (c) Where you work overtime in any pay period, you will receive payment for that overtime in the following pay cycle.
- (d) Overtime is paid instead of the hourly rate of pay which would otherwise apply to the hours worked.

5.3 Breaks

- (a) Work breaks will be taken as directed by the Store Manager and will be timed to ensure customer service requirements are met.
- (b) You are required to take work breaks as follows:

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

- (c) Hourly Rate Store Employees are entitled to a minimum ten (10) hour break between the end of one shift and the commencement of the next shift. If you do not receive at least a ten (10) hour break, you will be paid a Break Loading for every hour worked until you receive a ten (10) hour break as set out in clause 7 below. In addition you will also receive payment of your Bankable Hourly Rate for your rostered shift.

5.4 Continuity of Shifts

- (a) Rosters will be prepared so that on any day you will work your Ordinary Hours of Work continuously, except for work breaks and meal breaks.

PART D - Rates of pay

6 Minimum rates of pay

The rates of pay for Hourly Rate Store Employees are inclusive of all allowances, including, but not limited to, laundry, meal, dairy-room and freezer-room allowances.

7 Fully Flexible and Limited Roster Store Assistant

The rate of pay for Fully Flexible and Limited Roster Store Assistants is as follows:

Store Assistant	
Monday to Friday 7am-6pm (Bankable Hourly Rate)	\$25.31
Monday to Friday 6pm-11pm	\$27.33
Monday to Friday 11pm-6am and Friday 11pm-Saturday 6am	\$37.97
Monday to Saturday 6am-7am	\$35.43
Saturday 7am-8pm	\$29.36
Saturday 8pm-11pm	\$37.97
Saturday 11pm - midnight	\$37.97
Sunday 12am-9am	\$45.55
Sunday 9am-8pm	\$37.31
Sunday 8pm-11pm	\$37.97
Sunday 11pm-midnight	\$45.55
Public holidays	\$50.62
Break Loading	\$25.31

8 Relieving Shift Manager Allowance

- 8.1 You may be invited to work as a Relieving Shift Manager from time to time. If this occurs, you will be trained in the role.
- 8.2 You will be paid \$9.00 for every hour worked as a Relieving Shift Manager in addition to your hourly rate of pay. This payment will be made in the pay period after you work as a Relieving Shift Manager.

9 Superannuation

Superannuation is calculated in accordance with the requirements of superannuation legislation.

PART E - Leave and holiday entitlements

10 Public holidays

- 10.1 In addition to the matters set out in clause 35 of the Agreement, you have public holiday entitlements in accordance with this clause.
- 10.2 If you work on a public holiday, you will be paid at the applicable public holiday rate set out in Part D Remuneration of this Schedule.
- 10.3 If you are a Fully Flexible Store Assistant and you are not required to work on a public holiday, you will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D Remuneration of this Schedule.
- 10.4 If you are a Limited Roster Store Assistant and:
 - (a) you are not required to work on a public holiday which is a day you have nominated as being available to be rostered to work, you will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule; or
 - (b) you do not work on a public holiday which falls on a day you are not available to be rostered to work, you are not entitled to receive a payment that day.

10.5 No overtime is separately payable for work on a public holiday.

11 Annual leave and leave loading

11.1 In addition to the matters set out in PART 5- clause 28 of the Agreement, you are entitled to annual leave in accordance with this clause.

11.2 You will accrue four (4) weeks of annual leave per annum.

11.3 If you take annual leave you will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule. If you are rostered to work more or less than your Notional Shift Hours on a day of annual leave, you will receive payment for the number of hours you were rostered to work.

11.4 You will receive a lump sum payment in respect of your annual leave loading. This payment:

- (a) will be paid in the first full pay period in December, or by no later than 20 December each year;
- (b) will be a maximum of \$583, (which is the entitlement you would receive if you work 38 hours per week in the 12 months preceding 30 November);
- (c) will be calculated based on the number of Ordinary Hours Worked by you compared to 38 hours per week in the 12 months to 30 November each year;
- (d) will be a pro-rata payment if you have less than 12 months' service as at 1 December; and
- (e) will be paid on a pro-rata basis on the termination of your employment, if you cease work prior to 1 December.

12 Personal leave

12.1 In addition to the matters set out in PART 5- clause 29 of the Agreement, you are entitled to personal leave in accordance with this clause.

12.2 If you take personal leave you will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule. If you are rostered to work more or less than your Notional Shift Hours on a day of personal leave, you will be paid for the number of hours you are rostered to work.

12.3 If you are a Limited Roster Store Assistant, you may only take personal leave on the days you have agreed that you are available to be rostered to work.

13 Compassionate leave

13.1 In addition to the matters set out in PART 5- clause 30 of the Agreement, you are entitled to compassionate leave in accordance with this clause.

13.2 If you take compassionate leave you will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule. If you are rostered to work more or less than your Notional Shift Hours on a day of compassionate leave, you will be paid for the number of hours you are rostered to work.

13.3 If you are a Limited Roster Store Assistant, you may only take paid compassionate leave on the days that you have agreed you are available to be rostered to work.

14 Jury service leave

- 14.1 In addition to the matters set out in PART 5- clause 32 of the Agreement, you are entitled to jury service leave in accordance with this clause.
- 14.2 If you take jury service leave you will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule, less any amounts received in respect of jury service. If you are rostered to work more or less than your Notional Shift Hours on a day of jury service leave, you will be paid for the number of rostered hours, less any amounts received in respect of jury service.
- 14.3 If you are a Limited Roster Store Assistant, you may only take paid jury service leave on the days you have agreed that you are available to be rostered to work.

SCHEDULE 3 - Warehouse Employees

PART A - Operation of the Schedule

1 Application of this Schedule

- 1.1 This Schedule applies to all Employees employed to work in ALDI's Distribution Centre (**Warehouse Employees**), specifically Section Leaders, Warehouse Operators, Warehouse Mechanics, Warehouse Caretakers, Warehouse Checkers, Palletisers and Warehouse Labourers.
- 1.2 If there is any inconsistency between the Agreement and this Schedule, the provisions of this Schedule will apply.

PART B - Types of employment

2 Warehouse Employees

If you are a Warehouse Employee, you:

- (a) are an Hourly Rate Employee;
- (b) are employed on the basis that you may be rostered to work at any time on any day in a Week from Monday to Sunday; and
- (c) On average you will work up to five shifts per Week and your hours will be averaged over a Fortnight.

3 Shift Worker

You are a "Shift Worker" for the purposes of this Schedule if you are a Warehouse Employee and you are:

- (a) regularly required to work on Sundays and public holidays; and
- (b) regularly required to work outside the hours of 5am to 6pm Monday to Friday, i.e. you receive a shift loading for all shifts worked on Monday to Friday.

PART C - Hours of Work

4 Agreement on hours worked

On commencement, you and ALDI will agree on your Contract Hours to be worked on average each Fortnight. These hours may be varied only by agreement between you and ALDI.

5 Ordinary Hours

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

6 Overtime

- 6.1 You agree to work reasonable overtime as required.
- 6.2 Where you work authorised overtime, you will be paid at the rate of time and a half (150%) of the Bankable Hourly Rate for all hours worked:

- (a) in excess of nine (9) Ordinary Hours in any one shift; or
 - (b) in excess of eighty (80) Ordinary Hours in a Fortnight.
- 6.3 Where you work authorised overtime in any pay period, you will receive payment for that overtime in the following pay cycle.
- 6.4 Overtime is paid instead of the hourly rate of pay which would otherwise apply.

7 Breaks

- 7.1 Work breaks will be taken as directed by your Direct Leader, and will be timed to ensure business requirements are met.
- 7.2 You are required to take work breaks as follows:

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

PART D - Rates of Pay

8 Minimum rates of pay

- 8.1 The rates of pay for Warehouse Employees include all allowances including but not limited to, chiller allowance, dairy allowance, first aid allowance, meal allowance and laundry allowance, except any Additional Allowances payable as set out below.
- 8.2 In relation to the rates of pay set out below, your progression from one Level to the next occurs in the next full pay period after your Anniversary Date.

9 Warehouse Operator

The following Bankable Hourly Rates are payable to Warehouse Operators who are available to work any five (5) out of seven (7) days in a Week.

Rate per Hour	Level 1	Level 2	Level 3
Monday to Friday (5:00am – 6:00pm)	\$33.75	\$34.35	\$36.15

10 Warehouse Mechanic

The following Bankable Hourly Rates are payable to Warehouse Mechanics who are available to work any five (5) out of seven (7) days in a Week.

Rate per Hour	Level 1	Level 2	Level 3
Monday to Friday (5:00am – 6:00pm)	\$33.75	\$34.35	\$36.15

11 Palletiser

The following Bankable Hourly Rates are payable to Palletisers who are available to work any five (5) out of seven (7) days in a Week.

Rate per Hour	
Monday to Friday (5:00am – 6:00pm)	\$29.40

12 Caretaker

The following Bankable Hourly Rates are payable to Caretakers who are available to work any five (5) out of seven (7) days in a Week.

Rate per Hour	
Monday to Friday (5:00am – 6:00pm)	\$29.10

13 Warehouse Checker

The following Bankable Hourly Rates are payable to Warehouse Checkers who are available to work any five (5) out of seven (7) days in a Week.

Rate per Hour	
Monday to Friday (5:00am – 6:00pm)	\$33.75

14 Warehouse Labourer

The following Bankable Hourly Rates are payable to Warehouse Labourers who are available to work any five (5) out of seven (7) days in a Week.

Rate per Hour	
Monday to Friday (5:00am – 6:00pm)	\$27.65

15 Shift loadings

The following shift loadings are calculated based on Bankable Hourly Rate for your classification and are not cumulative with penalties or overtime.

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

Work period	Shift loading
Monday to Friday (6:00pm – 12:00am)	+15%
Monday to Friday (12:00am – 5:00am)	+30%
All hours worked on Saturday (12.00am-12.00am)	+50%
All hours worked on Sunday (12.00am-12.00am)	+100%

16 Penalty rates

The following penalty rates are calculated based on Bankable Hourly Rate for your classification and are not cumulative with shift loadings or overtime.

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

Public holidays	Penalty Rate
All public holidays (excluding Good Friday and Christmas Day) (12.00am-12.00am)	+100%
Good Friday and Christmas Day (12.00am-12.00am)	+200%

17 Freezer allowance

Where you are required to work in the Freezer Store, you will receive a Freezer Allowance for each hour worked in the Freezer Store.

Freezer allowance (Rate per Hour)	\$2.95
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18 Forklift allowance

If you are required to be licensed and to operate a Forklift, you will be paid a Forklift Allowance for each hour worked operating a Forklift.

Forklift allowance (Rate per Hour)	\$0.10
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19 Section Leader

You may be invited to work as a Section Leader within the Distribution Centre and will be paid an additional allowance for each hour worked as a Section Leader. If you are appointed as a Permanent Section Leader, this allowance will be paid for all hours worked.

Section Leader allowance (Rate per Hour)	\$3.90
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20 Assistant Section Leader allowance

You may be invited to work as an Assistant Section Leader within the Distribution Centre and will be paid an additional allowance for each hour worked as an Assistant Section Leader.

Assistant Section Leader allowance (Rate per Hour)	\$1.90
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21 Superannuation

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

PART E - Leave and holiday entitlements

22 Public holidays

- 22.1 If you are a Warehouse Employee and:
 - (a) you work on a public holiday, you will be paid at the applicable public holiday rate set out in Part D of this Schedule.
 - (b) you are not required to work on a public holiday, you will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule. If you are rostered to work more or less than your Notional Shift Hours on a public holiday, you will receive payment for the number of hours you were rostered to work.
- 22.2 No overtime is separately payable for work on a public holiday.

23 Annual leave and leave loading

- (a) In addition to the matters set out in PART 5- clause 28 of the Agreement, you are entitled to Annual Leave in accordance with this clause.
- 23.2 You will accrue Annual Leave at the rate of four (4) weeks per annum.
 - (a) If you are a Shift worker (as defined in clause 3 of this Schedule) you will accrue annual leave at the rate of 5 weeks per annum.
 - (b) If you take Annual Leave you will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule. If you are rostered to work more or less than your Notional Shift Hours on a day of Annual Leave, you will be paid for the number of hours you were rostered to work.
- 23.3 You will receive a lump sum payment in respect of your Annual Leave loading. This payment:
 - (a) is paid in the first full pay period in December, or by no later than 20 December each year;
 - (b) is calculated based on the number of Ordinary Hours worked by you compared to an Employee working 40 hours per week in the 12 months preceding 30 November, with the maximum payments as follows:

Section Leader	\$880
Warehouse Operator	\$880
Warehouse Mechanic	\$880
Warehouse Checker	\$880
Palletiser	\$672
Caretaker	\$672
Warehouse Labourer	\$672

- (c) will be paid on a pro-rata basis if you have less than 12 months' service as at 1 December; and
- (d) will be paid on a pro-rata basis on termination of your employment, if you cease work prior to 1 December.

24 Personal leave

- 24.1 In addition to the matters set out in PART 5- clause 29 of the Agreement, you will also be entitled to Personal Leave in accordance with this clause.
- 24.2 You will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule when taking Personal Leave. If you are rostered to work more or less than your Notional Shift Hours on a day of Personal Leave, you will receive payment for the number of hours you were rostered to work.

25 Compassionate leave

- 25.1 In addition to the matters set out in PART5- clause 30 of the Agreement, you are also entitled to Compassionate Leave in accordance with this clause.

You will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule when on Compassionate Leave. If you are rostered to work more or less than your Notional Shift Length on a day of Compassionate Leave, you will be paid for the number of hours you were rostered to work.

26 Jury service leave

- 26.1 In addition to the matters set out in PART 5- clause 32 of the Agreement, you are also entitled to Jury service leave in accordance with this clause.
- 26.2 You will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule, less any amounts received in respect of jury service. If you are rostered to work more or less than your Notional Shift Hours on a day of Jury service leave, you will be paid for the number of hours you are rostered to work, less any amounts received in respect of Jury Service.

SCHEDULE 4 - Transport and Distribution Employees

PART A - Operation of the Schedule

1 Application of this Schedule

- 1.1 This Schedule applies to all Employees employed to work in ALDI's Transport and Distribution function ("Transport Employees"), specifically Section Leaders, Transport Operators and Transport Drivers.
- 1.2 If there is any inconsistency between the Agreement and this Schedule, the provisions of this Schedule will apply.

PART B - Types of Employment

2 Transport Employees

If you are a Transport Employee, you:

- (a) are an Hourly Rate Employee;
- (b) are employed on the basis that you may be rostered to work at any time on any day in a Week from Monday to Sunday; and
- (c) on average you will work up to ten (10) shifts per Fortnight and your hours will be averaged over a Fortnight.

3 Shift Worker

You are a Shift Worker for the purpose of this Schedule if you are a Transport Employee and you are:

- (a) regularly required to work on Sundays and public holidays; and
- (b) regularly required to work outside the hours of 5am to 6pm Monday to Friday - i.e. you receive a shift loading for all shifts worked on Monday to Friday.

PART C - Hours of Work

4 Agreement on hours worked

On commencement, you and ALDI will agree on the Contract Hours to be worked on average each Fortnight. These hours may be varied only by agreement between you and ALDI.

5 Ordinary Hours

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

6 Overtime

- 6.1 Overtime will be paid at the rate of time and a half (150%) of the Bankable Hourly Rate for all authorised hours worked:

- (a) in excess of ten (10) Ordinary Hours in any one shift;
- (b) in excess of fifty (50) Ordinary Hours in a Week.

- 6.2 You agree to work reasonable overtime as required.
- 6.3 Overtime worked in a pay period will be paid in the next pay after that pay period closes.
- 6.4 Overtime is paid instead of the hourly rate of pay which would otherwise apply.

7 Breaks

- 7.1 You are required to take breaks:
 - (a) in accordance with National Heavy Vehicle regulations or, where accredited, under Basic Fatigue Management; and
 - (b) to ensure that business requirements are met.
- 7.2 The following paid breaks will apply:

Shift duration	Breaks
Shifts of up to 5.5 hours' duration	1 x 15 minute paid break
Shifts of more than 5.5 hours' duration	2 x 15 minute paid breaks

- 7.3 Transport Employees are entitled to a minimum ten (10) hour break between the end of one shift and the commencement of the next shift. If you are required to resume work without receiving at least a ten (10) hour break, you will be paid double the Bankable Hourly Rate for all work until you receive a ten (10) hour break and you will receive your ordinary rate of pay for all rostered hours not worked during such a break.

PART D - Rates of Pay

8 Minimum rates of pay

- (a) Your rate of pay includes all allowances including but not limited to, chiller allowance, dairy allowance, first aid allowance, meal allowance, laundry allowance and tailgate allowance, except any Additional Allowances payable as detailed below.

9 Transport Driver

9.1 Transport Driver Bankable Hourly Rate

Rate per Hour	
Monday to Friday (5:00am-6:00pm)	\$30.38

10 Transport Operator

10.1 Transport Operator - Bankable Hourly Rate

Rate per Hour	
Monday to Friday (5:00am-6:00pm)	\$33.75

11 Section Leader allowance

You may be invited to work as a Section Leader within the Distribution Centre. You will be paid an additional allowance for each hour worked as a Section Leader. If you are appointed as a Section Leader on a permanent basis, you will receive the Section Leader Allowance for all hours worked.

Section Leader allowance (Rate per Hour)	\$3.90
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12 Driver Trainer allowance

You may be invited to work as a Driver Trainer within the Distribution Centre. You will be paid an additional allowance for each hour worked as a Driver Trainer. No additional Driver Trainer allowance is payable to Section Leaders or Assistant Section Leaders who perform work as a Driver Trainer.

Driver Trainer Allowance (Rate per Hour)	\$3.90
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13 Assistant Section Leader allowance

You may be invited to work as an Assistant Section Leader within the Distribution Centre. You will be paid an additional allowance for each hour worked as an Assistant Section Leader.

Assistant Section Leader allowance (Rate per Hour)	\$1.90
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14 B Double allowance

Where you are required to drive a B-Double articulated vehicle, you will receive a B-Double Allowance for each hour in which you are rostered to drive a B-Double vehicle.

B-Double allowance (Rate per Hour)	\$1.35
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15 Shift loadings

The following shift loadings are calculated based on the Bankable Hourly Rate for your classification and are not cumulative with penalties or overtime.

Where your shift extends beyond midnight, any shift loadings will be calculated based on the hours worked in the shift on each day.

Work period	Shift loading
Monday to Friday (6:00pm – 12:00am)	+17.5%
Monday to Friday (12:00am – 5:00am)	+30%
All hours worked on Saturday (12:00am-12:00am)	+50%
All hours worked on Sunday (12:00am-12:00am)	+100%

16 Penalty rates

The following penalty rates are calculated based on the Bankable Hourly Rate for your classification and are not cumulative with shift loadings or overtime.

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

Public holiday	Penalty rate
All public holidays (excluding Good Friday and Christmas Day) (12.00am-12.00am)	+100%
Good Friday and Christmas Day (12.00am-12.00am)	+200%

17 Superannuation

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

PART E - Leave and holiday entitlements

18 Public holidays

18.1 If you are a Transport Employee and you:

- (a) work on a public holiday, you will be paid at the applicable public holiday rate set out in Part D of this Schedule;
- (b) are not required to work on a public holiday, you will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule. If you are rostered to work more or less than your Notional Shift Hours on a public holiday, you will receive payment for the number of hours you were rostered to work.

18.2 No overtime is separately payable for work on a public holiday.

19 Annual leave and leave loading

19.1 In addition to the matters set out in PART 5- 28 of the Agreement, you are entitled to annual leave in accordance with this clause.

19.2 You will accrue five (5) weeks of annual leave per annum.

- 19.3 As all Transport Employees receive five (5) weeks of Annual leave, no additional week of Annual leave will be accrued by you if you are a Shift worker, as defined in clause 3 of this Schedule.
- 19.4 If you take Annual leave you will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule. If you are rostered to work more or less than your Notional Shift Hours on a day of Annual leave, you will be paid for the number of hours you were rostered to work.
- 19.5 You will receive a lump sum payment in respect of your Annual leave loading. This payment:
- (a) is paid in the first full pay period in December, or by no later than 20 December;
 - (b) is calculated based on the number of Ordinary Hours worked by you compared to an Employee working 45 hours per week in the 12 months preceding 30 November, within the maximum payments as follows:

Transport Driver	\$910
Transport Operator	\$910

- (c) will be paid on a pro-rata basis if you have less than 12 months' service as at 1 December; and
- (d) will be paid on a pro-rata basis on termination of your employment if you cease work prior to 1 December.

20 Personal leave

- 20.1 In addition to the matters set out in PART 5- clause 29 of the Agreement you are entitled to Personal leave in accordance with this clause.
- 20.2 You will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule. If you are rostered to work more or less than your Notional Shift Hours on a day of Personal leave, you will be paid for the number of hours you are rostered to work.

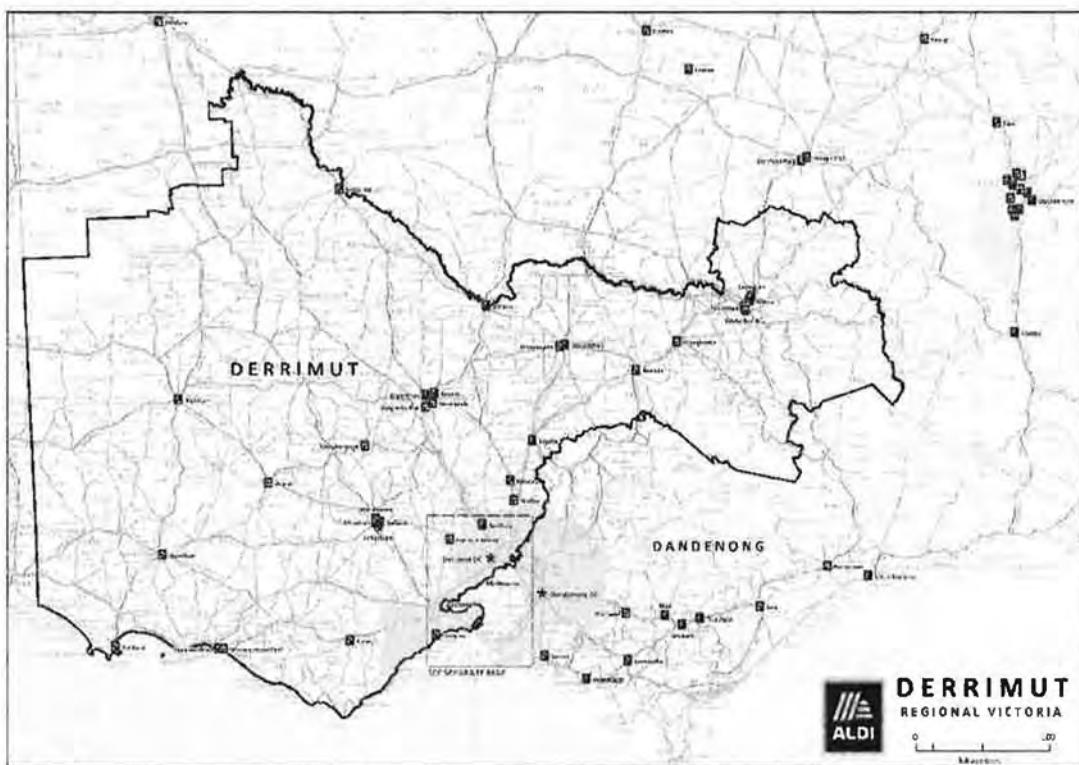
21 Compassionate leave

- 21.1 In addition to the matters set out in PART 5- clause 30 of the Agreement you are entitled to compassionate leave in accordance with this clause.
- 21.2 You will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule when on compassionate leave. If you are rostered to work more or less than your Notional Shift Hours on a day of compassionate leave, you will be paid for the number of hours you were rostered to work.

22 Jury service leave

- 22.1 In addition to the matters set out in PART 5- clause 32 of the Agreement, you are entitled to jury service leave in accordance with this clause.
- 22.2 You will be paid your Notional Shift Hours at the Bankable Hourly Rate set out in Part D of this Schedule, less any amounts received in respect of jury service. If you are rostered to work more or less than your Notional Shift Length on a day of jury service leave, you will be paid for the number of hours you are rostered to work, less any amounts received in respect of jury service.

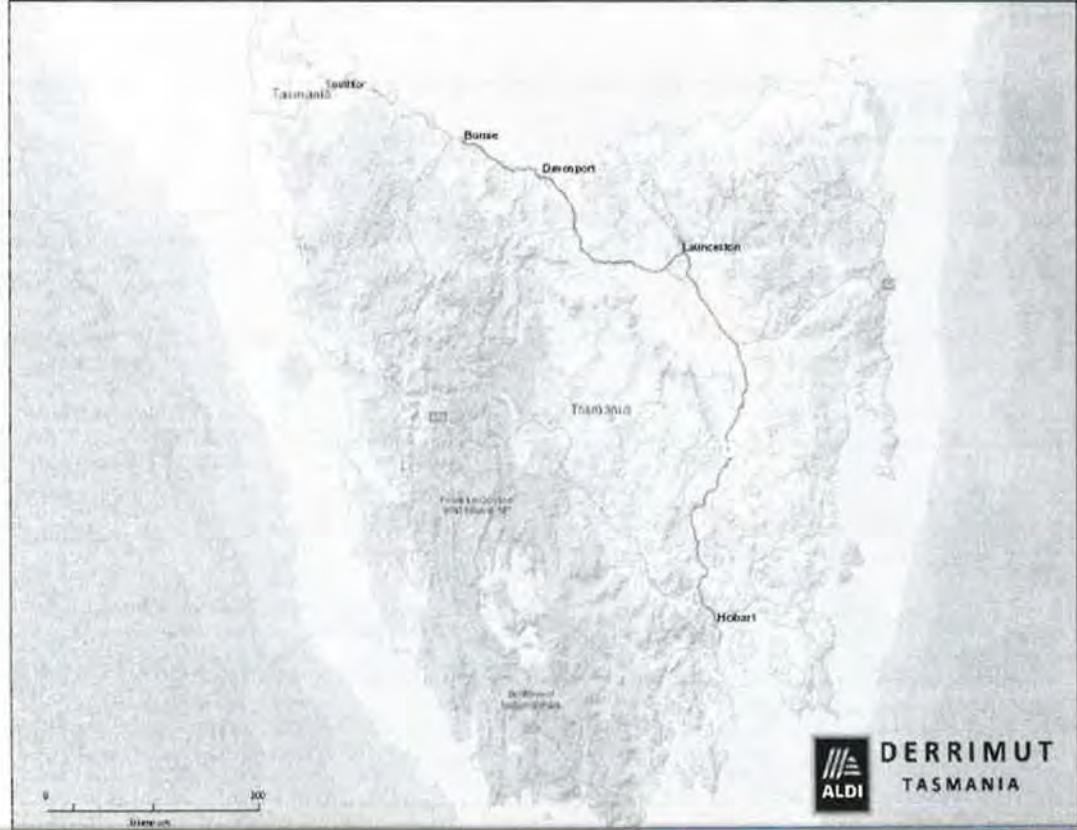
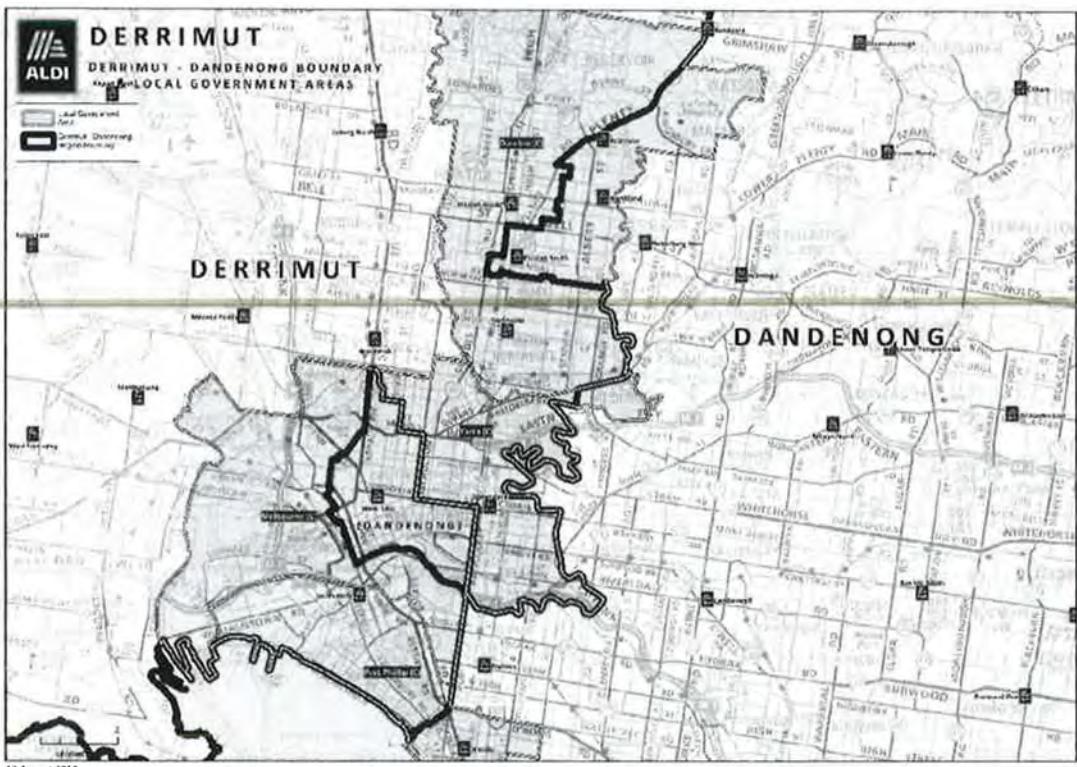
SCHEDULE 5 – Derrimut Region



12 August 2019



13 August 2019



Local Council Areas in the Derrimut Region

Albury City Council	Hepburn Shire Council	Northern Grampians Shire Council
Ararat Rural City Council	Hindmarsh Shire Council	Port Phillip City Council - <i>North West of Fitzroy Street, St Kilda.</i>
Ballarat City Council	Hobsons Bay City Council	Pyrenees Shire Council
Benalla Rural City Council	Horsham Rural City Council	Queenscliffe Borough Council
Brimbank City Council	Hume City Council	Southern Grampians Shire Council
Buloke Shire Council	Indigo Shire Council	Strathbogie Shire Council
Campaspe Shire Council	Loddon Shire Council	Surf Coast Shire Council
Central Goldfields Shire Council	Macedon Ranges Shire Council	Swan Hill Rural City Council
Colac Otway Shire Council	Maribyrnong City Council	All local government areas in the state of Tasmania
Corangamite Shire Council	Melton City Council	Wangaratta Rural City Council
Darebin City Council - <i>North West of Plenty Road, north of Bell Street, west of St Georges Road and south of Mansfield Street</i>	<i>Melbourne City Council- the City of Melbourne except a central area bounded by Yarra River, Punt Road, Victoria Parade, Nicholson Street, Princes Street, Lygon Street, Murchison Street, Garton Street, Bowen Crescent, Royal Parade, Park Drive, Murphy Street, Curzon Street, Hawke Street and Spencer Street</i>	Warrnambool City Council
Gannawarra Shire Council	Mitchell Shire Council	West Wimmera Shire Council
Glenelg Shire Council	Moira Shire Council	Whittlesea City Council
Golden Plains Shire Council	Moonee Valley City Council	Wodonga City Council
Greater Bendigo City Council	Moorabool Shire Council	Wyndham City Council
Greater Geelong City Council	Moreland City Council	Yarra City Council- all of the City of Yarra except an area east of Alphington Street and south of Heidelberg Road
Greater Shepparton City Council	Mount Alexander Shire Council	Yarriambiack Shire Council
	Moyne Shire Council	

SIGNATURES

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

Andrew Starr

Title: Managing Director, ALDI Stores Derrimut Region

Address: 60 Swann Drive, Derrimut South Australia 3026

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

Gerard Dwyer

Title: National Secretary- Treasurer, Shop, Distributive and Allied Employees' Association

Address: Level 6, 53 Queen Street, Melbourne Victoria 3000

Signed for and on behalf of the Employees and the Transport Workers Union as Bargaining
Representative

Title: _____

Address: 52-56 Rouse Street, Port Melbourne Victoria 3207

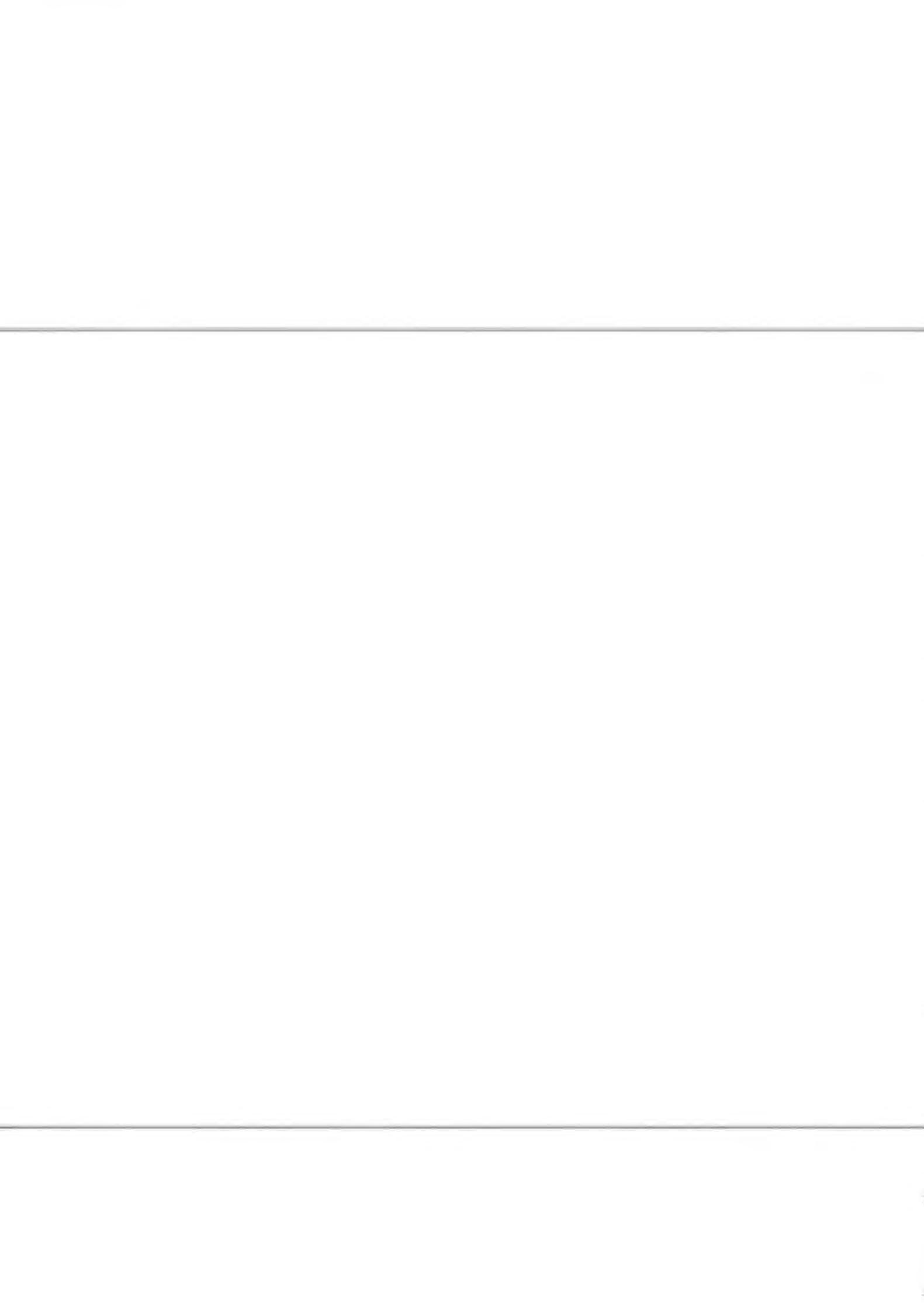
Signed for and on behalf of the Employees and the United Workers Union as Bargaining Representative



Title: NATIONAL SECRETARY

Address: 833 Bourke Street, Docklands Victoria 3008

10/12/2019



Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, 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.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
 - (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
-

(12) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).