



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 (AG2020/3802)

ALDI STAPYLTON AGREEMENT 2020

Retail industry

DEPUTY PRESIDENT BULL

SYDNEY, 3 FEBRUARY 2021

Application for approval of the ALDI Stapylton Agreement 2020.

[1] ALDI Foods Pty Ltd as General Partner of ALDI Stores (A Limited Partnership) T/A ALDI Stores (ALDI) has applied for approval of a single enterprise agreement known as the *ALDI Stapylton Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

[2] The applicant's Form F16 stated that the Shop Distributive and Allied Employees Association (Qld and NSW Branch) (SDA), and the Transport Workers' Union Queensland (TWU) were employee organisation bargaining representatives in the negotiation of the Agreement along with four employee bargaining representatives. Each union filed a Form 18 *statutory declaration* in relation to the approval of the Agreement, giving notice that it wished to be covered by the Agreement pursuant to s.183 of the Act.

[3] Following the application for approval of the Agreement being made, my chambers corresponded with the applicant's representative requesting further information concerning application of the National Employment Standards (NES), the date of operation of the Agreement and requested a copy of a document referred to in the application.

Coverage

[4] The Agreement will cover all employees who are employed under the classifications set out in clause 5.3 in the Stapylton Region and will apply to the existing Distribution Centre and stores and any new stores opening during operation of the Agreement. Administrative employees and senior managers with disciplinary responsibilities are not covered.¹ I am satisfied that pursuant to s.186(3A) of the Act, this group is fairly chosen as being geographically or organisationally distinct.

¹ F17 at [4]

NES

[5] Clause (7) of the Agreement – *How this Agreement interacts with the NES* provides that where there is any conflict with the NES (National Employment Standards) and the Agreement the NES will apply as a minimum.

Shiftwork

[6] In response to chamber enquiries, ALDI advised that whilst it is possible for an employee to work beyond 11:00pm it would not occur on a regular basis and any hours worked beyond 11:00pm would be hours additional to their rostered shift or overtime.²

[7] ALDI have advised that employees engaged as caretakers either full-time or part-time and required to regularly work their ordinary hours over seven days of the week working Sundays and public holidays, will be entitled to an additional weeks' annual leave.

[8] ALDI have also advised that all employees covered by Schedule 4 - *Transport and Distribution Employees* of the Agreement receive five weeks annual leave.

[9] Noting clause 7 of the Agreement, I am satisfied that the NES will prevail where there exists any inconsistency between the Agreement and the NES.

BOOT

[10] For the purposes of this Agreement and the Better Off Overall Test (BOOT), the modern award comparators as per s.193(1) of the Act for the various Agreement classifications listed schedules 1 – 4 of the Agreement are the:

- *General Industry Retail Award 2020*
- *Storage Services and Wholesale Award 2020*
- *Road Transport and Distribution Award 2020*
- *Manufacturing and Associated Industries and Occupations Award 2020 and the*
- *Miscellaneous Award 2020*

[11] The Full Bench in *Armacell Australia Pty Ltd*³ made the following observation with respect to the BOOT:

“The BOOT, as the name implies, requires an overall assessment to be made. This requires the identification of terms which are more beneficial for an employee, terms which are less beneficial and an overall assessment of whether an employee would be better off under the agreement.”

² Written response of 19 January 2021 and attached statement of Ms McNaughton

³ [\[2010\] FWAFB 9985](#)

[12] Taking into account the higher rates of pay under the Agreement and the Agreement's improvement and reductions as identified at questions 10-13 of the applicant's Form F17 statutory declaration, I am satisfied that the Agreement results in employees being better off overall under the Agreement.

Genuine Agreement

[13] Section 186 of the Act sets out a number of general requirements for approval of an enterprise agreement, one of which is that an employer must 'take all reasonable steps' to ensure that the terms of the agreement and the effect of those terms are explained to the relevant employee.⁴ A failure to comply with this pre-approval requirement will preclude the proposed agreement from being an agreement capable of being approved by the Fair Work Commission (Commission).⁵

[14] Subsection 186(2)(a) requires that the Commission must be satisfied that the agreement was 'genuinely agreed' to by the employees covered by the agreement, the meaning of which is set out at s.188.

[15] Ms Joanne Brown - *Managing Director*, who completed the Form F17 employer's statutory declaration, has stated that on 27 August 2020 a *Notice of Employee Representational Rights* was posted on the noticeboard in each store in the ALDI Stapylton Region and also emailed to employees. On 6 November 2020, a number of actions took place:

- Information about the ballot was placed on noticeboards
- Information about the ballot was emailed to each employee
- A copy of the proposed agreement was placed on the noticeboards
- An explanation of the impact of the proposed agreement on employee terms and conditions was provided to each employee by email

[16] Between 6 and 13 November 2020, managers spoke to employees to confirm receipt of all material and the impact statement was reviewed with employees and the key changes to current terms and conditions of employment were flagged with employees.⁶ I further note that the SDA and TWU and four employees are named as bargaining representatives for the Agreement. On the basis of the information before the Commission I am satisfied that the Agreement has been genuinely agreed.

Consultation term

[17] While noting that clause 39 – *Consultation* of the Agreement states that the model consultation term at Schedule 2.3 of the Fair Work Regulations 2009 will apply to the Agreement, the model consultation term prescribed by the Commission's Regulations is taken to be a term of the Agreement, pursuant to s.205(2) of the Act.

⁴ S.186(2)(a) requires 'genuine agreement' which is defined at s.188 which requires compliance with s.180(5) which requires an employer to take all reasonable steps to explain the terms of the Agreement and their effect

⁵ *Construction, Forestry, Mining and Energy Union v One Key Workforce Pty Ltd* [2017] FCA 1266 Flick J at [91]

⁶ F17 at [21-22]

Minor procedural or technical error

[18] The applicant applied to waive an irregularity in the form or manner in which the application was made pursuant to s.586(b) of the Act with respect to the requirements of s.180(3)(a), being that the employer must take all reasonable steps to notify the relevant employees of the time and place at which the vote will occur. The grounds for the application were set out in an accompanying statement of Ms McNaughton⁷ the bargaining representative and solicitor for ALDI.

[19] The background to this application is that prior to the Agreement being made, employees were advised the vote for the proposed Agreement would be conducted by an external organisation during the period 14 November to 26 November 2020. Due to difficulties experienced by the external provider, the vote commenced one day later than advised on 15 November and was completed as advised on 26 November 2020.

[20] Section 586(b) of the Act refers to the waiver of an irregularity in the form or manner in which an application is made before the Commission. This section of the Act would not appear to enable the Commission to waive a failure to comply the pre-approval requirements at s.180(3) of the Act prior to the approval application having been filed.

[21] Following a request from the Commission concerning this issue, the applicant's representative advised that it relies upon s.188(2) of the Act to overcome the irregularity.⁸ This sub section provides that the Commission can be satisfied that an agreement has been *genuinely agreed* to by employees despite minor procedural or technical errors in certain circumstances, the sub section is in the following terms:

“(2) An enterprise agreement has also been *genuinely agreed* to by the employees covered by the agreement if the FWC is satisfied that:

- (a) the agreement would have been *genuinely agreed* to within the meaning of subsection (1) but for minor procedural or technical errors made in relation to the requirements mentioned in paragraph (1)(a) or (b), or the requirements of sections 173 and 174 relating to a notice of employee representational rights; and
- (b) the employees covered by the agreement were not likely to have been disadvantaged by the errors, in relation to the requirements mentioned in paragraph (1)(a) or (b), or the requirements of sections 173 and 174.”

[22] Ms McNaughton's statement and the F17 statutory declaration of Ms Joanne Brown attest to 1,400 employees being covered by the Agreement and eligible to vote, of which 1,170 employees voted with 878 employees being in favour of approving the Agreement.⁹ This results in over 50% of eligible employees voting to approve the Agreement. On this basis I am satisfied that the employees covered by the Agreement were not likely to have been disadvantaged by the error where a majority of employees eligible to vote, have voted to approve the Agreement.

⁷ Dated 23 December 2020

⁸ Correspondence of 19 January 2021

⁹ It is noted that the number of employees said to be covered by the Agreement is slightly more than that stated in matter AG2020/3806 to terminate the existing 2017 enterprise agreement.

[23] In the circumstances set out above, and having regard to the decision of the Full Bench in *Huntsman Chemical Company Australia Pty Limited T/A RMAX Rigid Cellular Plastics & Others*,¹⁰ I am satisfied that the voting having commenced one day later than what was notified to employees constitutes a minor procedural error for the purposes of compliance with s.180(3)(a) of the Act.

[24] As a result of the above conclusions, I am satisfied that the Agreement has been genuinely agreed to within the meaning of s.188(2) of the Act.

[25] I am also satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met and the Agreement is approved.

[26] The Shop, Distributive and Allied Employees Association and the Transport Workers' Union of Australia, 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.

Date of Operation

[27] ALDI have advised¹¹ that the *ALDI Stapylton Enterprise Agreement 2017* (2017 Agreement), which was approved by the Commission on 16 October 2019 and commenced operation from 23 October 2019 with a nominal expiry date of four years from the date of approval, covers employees that this Agreement will also cover.

[28] Pursuant to s.58 of the Act only one enterprise agreement can apply to an employee at any one time. Further, an in-term agreement, that is one that has not passed its nominal expiry date, will continue to apply despite there being a replacement enterprise agreement (s.58(2)(d)). In view of these circumstances, the Agreement cannot operate while the 2017 Agreement has not yet passed its nominal expiry date and remains in operation.

[29] ALDI have also applied to terminate the 2017 Agreement simultaneously with this Agreement approval application,¹² thus overcoming the difficulties posed by s.58(2)(d) should the 2017 Agreement be terminated.

[30] At clause 4 of the Agreement – *Duration of the Agreement*, it is stated that the Agreement will *operate in the first pay period* occurring at least seven days after its approval by the Fair Work Commission (the Commission). ALDI have clarified that the application of this clause means that the Agreement will commence *on the first day* of the next full pay period occurring at least seven days after its approval by the Commission.¹³

[31] In accordance with s.54 of the Act and sub clause 4.1 of the Agreement, the Agreement will commence to operate in the first pay period occurring at least 7 days from the date of approval. In accordance with sub clause 4.2 of the Agreement the nominal expiry date of the Agreement is 2 February 2025 being four years after the date of approval.

¹⁰ [\[2019\] FWCFB 318](#)

¹¹ F17 at [7]

¹² AG2020/3806

¹³ Correspondence of 19 January 2021



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE510080 PR726130>

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

ALDI Stapylton Enterprise Agreement 2020

PART 1 - About this Agreement

1 Title of the Agreement

1.1 This Agreement will be known as the ALDI Stapylton Agreement 2020.

2 Index

PART 1 - About this Agreement.....	2
1 Title of the Agreement	2
2 Index	2
3 Parties to the Agreement	3
4 Duration of the Agreement	3
5 How this Agreement operates.....	3
6 How this Agreement interacts with other industrial instruments	4
7 How this Agreement interacts with the NES	4
8 How this Agreement interacts with ALDI’s policies	4
PART 2 - Employment arrangements.....	5
9 Management structure	5
10 Your responsibilities	5
11 Work locations.....	5
12 When you will work	5
13 Higher duties	6
14 Medical Examinations	6
PART 3 - Your hours of work.....	6
15 Types of work	6
16 Full-time work.....	6
17 Part-time work.....	6
18 Agreement on hours worked	6
19 Reduction in hours worked	6
20 Alarm callouts	7
21 Bankable Hours	7
22 Rostering arrangements	8
PART 4 - Pay and related matters	9
23 Your remuneration	9
24 Superannuation	9
25 Increases to your remuneration.....	10
26 Payment of remuneration.....	10
PART 5 - Leave and public holidays.....	10
27 General entitlements	10

28	Annual leave	10
29	Personal leave	11
30	Compassionate leave.....	12
31	Leave to deal with Family or Domestic Violence.....	12
32	Community service leave	13
33	Parental leave.....	13
34	Long service leave.....	13
35	Public holidays.....	13
PART 6 - Ending your employment		14
36	Notice of termination	14
37	On termination of employment.....	14
38	Redundancy.....	14
PART 7 - Consultation, Dispute Resolution and Flexibility		15
39	Consultation.....	15
40	Dispute resolution.....	16
41	Individual flexibility arrangements	17
42	Definitions	18
SCHEDULE 1 – Store Management Employees.....		21
SCHEDULE 2 - Hourly Rate Store Employees		30
SCHEDULE 3 - Warehouse Employees		35
SCHEDULE 4 - Transport and Distribution Employees.....		41
SCHEDULE 5 – Stapylton Region		46

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 Stapylton 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 Stapylton Region operates exclusively within the area of Queensland and northern New South Wales described and depicted in maps in Schedule 5.

- 5.2 This Agreement will apply to the Stapylton Region and will apply to the existing Distribution Centre and stores in the Stapylton Region and any new ALDI stores opening during the life of this Agreement which are located within the area of Queensland and northern New South Wales described and depicted in maps 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 For the purposes of the NES, a shiftworker is a shiftworker as defined in **Schedules 3 and 4** of this Agreement, and is 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 and/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.
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 border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Contract Hours per Fortnight</th> <th style="text-align: left;">Notional Shift Hours</th> </tr> </thead> <tbody> <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> </tbody> </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
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																								
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.																								
Stapylton Region	is defined in PART 1 - 5.2 of this Agreement.																								
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. Any accrued time in lieu remaining on termination will be paid out including 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:

- (a) For Permanent Shift Managers - the penalty payment for the next shift is set out in clause 13 of this Schedule;
- (b) 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	\$12,480.00	\$64,036.37	\$69,221.37	\$74,784.77	\$80,321.17	\$85,857.57
90 hours	\$14,040.00	\$71,986.53	\$77,884.16	\$84,176.75	\$90,469.34	\$96,734.92
100 hours	\$15,600.00	N/A	N/A	N/A	\$100,509.48	\$107,504.26

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	\$480	88.9%
90 hours	\$540	100%
100 hours	\$600	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:

$$(0.0900\% \times \$280,000) + (0.0675\% \times \$185,000) + (0.0450\% \times \$230,000) + (0.0225\% \times \$105,000) \\ = \$252 + \$124.88 + \$103.50 + \$23.63 = \$504.01$$

(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	\$9,282.00	\$47,037.55	\$49,893.53
64 hours	\$9,900.80	\$50,173.38	\$53,219.76
70 hours	\$10,829.00	\$54,877.14	\$58,209.12
80 hours	\$12,376.00	\$62,716.73	\$66,524.70
90 hours	\$13,923.00	\$70,529.32	\$74,823.42
100 hours	\$15,470.00	N/A	\$83,176.14

- 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	\$357.00	66.7%
64 hours	\$380.80	71.1%
70 hours	\$416.50	77.8%
80 hours	\$476.00	88.9%
90 hours	\$535.50	100%
100 hours	\$595.00	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	\$59,132.43	\$60,657.40

- 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	\$30.49
Monday to Friday 11pm-7am	\$38.18
Saturday 12am-7am	\$38.18
Saturday 7am-11pm	\$32.26
Saturday 11pm-12am	\$38.18
Sunday 12am-9am	\$50.01
Sunday 9am-11pm	\$38.18
Sunday 11pm-12am	\$50.01
Public holidays	\$55.93
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	\$29.32
Monday to Friday 11pm-6am and Friday 11pm-Saturday 6am	\$37.97
Monday to Saturday 6am-7am	\$36.72
Saturday 7am-8pm	\$31.02
Saturday 8pm-11pm	\$37.97
Saturday 11pm - midnight	\$37.97
Sunday 12am-9am	\$48.09
Sunday 9am-8pm	\$37.31
Sunday 8pm-11pm	\$37.97
Sunday 11pm-midnight	\$48.09
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 \$8.25 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

- (a) Ordinary Hours include hours which attract a shift loading, but do not include overtime hours.
- (b) 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.

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 will take effect in the first full pay period after your completion of 12 months' service at that Level.

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)	\$32.10	\$32.65	\$34.30

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)	\$32.10	\$32.65	\$34.30

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)	\$27.70

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)	\$27.40

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)	\$32.10

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)	\$25.55

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)	\$1.75
-----------------------------------	--------

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
------------------------------------	--------

19 Section Leader Allowance

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)	\$3.75
--	--------

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)	\$1.75
--	--------

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 - 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

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)	\$28.80

10 Transport Operator

- 10.1 Transport Operator - Bankable Hourly Rate

Rate per Hour	
Monday to Friday (5:00am-6:00pm)	\$32.00

11 Section Leader

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)	\$3.75
--	--------

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)	\$3.75
--	--------

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)	\$1.75
--	--------

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)	\$1.40
------------------------------------	--------

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 – Stapylton Region

The Stapylton Region is defined as the Distribution Centre operated by ALDI in Burnside Road Stapylton (“The Distribution Centre”), and all ALDI Stores which operate:

- a) in Queensland in the area south of the boundary commencing at the mouth of the Brisbane River then along the Brisbane River to the point where the Gateway Motorway crosses the Brisbane River, then along the Gateway Motorway to the point where it meets Old Cleveland Road, then along Old Cleveland Road to Creek Road Carindale, then along Creek Road to the point where it meets Evans Road at Upper Mount Gravatt, then along Evans Road to where it meets the Ipswich Motorway at Salisbury, then along the Ipswich Motorway to the point where it meets Bullockhead Creek, then along Bullockhead Creek to Woolaston Creek, then along Woolaston Creek to the point where it joins the Brisbane River, then along the Brisbane River to Esk, then in a straight line to Wutul, then in a straight line to Jinghi then in a straight line to Pelican on the Queensland/ Northern Territory border; and
- b) in New South Wales in the following local government areas:

Armidale Regional Council	Coffs Harbour City Council	Richmond Valley Council
Ballina Shire Council	Inverell Shire Council	Tweed Shire Council
Clarence Valley Council	Lismore City Council	Byron Shire Council

See Maps on following pages.



BRISBANE & GOLD COAST

SIGNATURES

Signed for and on behalf of the Employer, ALDI Foods Pty Limited

As General Partner of ALDI Stores (A Limited Partnership)



Joanne Brown

Title: Managing Director, ALDI Stores Stapylton Region

Address: 55 Burnside Road Stapylton, QLD 4207

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

Peter Biagini

Title: Branch Secretary, Transport Workers' Union of Queensland

Address: 11 Alexandra Pl, Murarrie QLD 4172

Signed as an Employee who will be covered by this Agreement

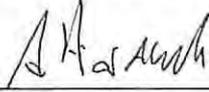
A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right, positioned above a solid black horizontal line.

Adam Callaghan

Title: Assistant Section Leader, ALDI Stores Stapylton Region

Address: 55 Burnside Road Stapylton, QLD 4207

Signed as an Employee who will be covered by this Agreement

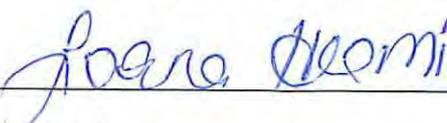


Andrew Hardstaff

Title: Store Manager, ALDI Stores Stapylton Region

Address: 55 Burnside Road Stapylton, QLD 4207

Signed as an Employee who will be covered by this Agreement



Lorna Heemi

Title: Warehouse Operator, ALDI Stores Stapylton Region

Address: 55 Burnside Road Stapylton, QLD 4207