

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

**ALDI Regency Park Enterprise Agreement 202~~4~~3**

## **PART 1 - About this Agreement**

### **1 Title of the Agreement**

1.1 This Agreement will be known as the ALDI Regency Park Agreement 202~~4~~<sup>3</sup>.

### **2 Index**

<b>PART 1 - About this Agreement</b> .....	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.....	4
6 How this Agreement interacts with other industrial instruments.....	4
7 How this Agreement interacts with the NES .....	5
8 How this Agreement interacts with ALDI’s policies.....	5
<b>PART 2 - Employment arrangements</b> .....	6
9 Management structure .....	6
10 Your responsibilities .....	6
11 Work locations .....	6
12 When you will work.....	6
13 Higher duties.....	7
14 Medical examinations .....	7
<b>PART 3 - Your hours of work</b> .....	8
15 Types of work .....	8
16 Full-time work .....	8
17 Part-time work .....	8
18 Casual work.....	8
19 Agreement on hours worked for Salaried Employees.....	8
20 Reduction in hours worked .....	8
21 Alarm callouts.....	9
22 Working Arrangements for Hourly Rate Employees.....	9
23 Transitional arrangements of the removal of Bankable Hours .....	10
24 Rostering arrangements.....	11
<b>PART 4 - Pay and related matters</b> .....	12
25 Your remuneration .....	12
26 Superannuation .....	12
27 Increases to your remuneration .....	12

28	Payment of remuneration .....	12
<b>PART 5 - Leave and public holidays .....</b>		<b>13</b>
29	General entitlements .....	13
30	Annual leave .....	13
31	Personal leave .....	14
32	Compassionate leave .....	14
33	Leave to deal with family or domestic violence .....	15
34	Community service leave .....	15
35	Parental leave .....	16
36	Long service leave .....	16
37	Public holidays .....	16
<b>PART 6 - Ending your employment .....</b>		<b>17</b>
38	Notice of termination .....	17
39	On termination of employment .....	17
40	Redundancy .....	17
<b>PART 7 - Consultation, Dispute Resolution and Flexibility .....</b>		<b>19</b>
41	Consultation .....	19
42	Dispute resolution .....	19
43	Individual flexibility arrangements.....	20
<b>Definitions .....</b>		<b>21</b>
<b>SCHEDULE 1 - Store Management Employees .....</b>		<b>24</b>
<b>SCHEDULE 2 - Hourly Rate Store Employees .....</b>		<b>30</b>
<b>SCHEDULE 3 - Warehouse Employees .....</b>		<b>39</b>
<b>SCHEDULE 4 - Transport and Distribution Employees .....</b>		<b>47</b>
<b>SCHEDULE 5 - Regency Park Region .....</b>		<b>54</b>

### **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 5.5 in the Regency Park Region, or otherwise employed by ALDI in those classifications in any circumstance not covered by a Region-specific ALDI Agreement,

the **Parties**

### **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.

- 4.3 The Parties, and the employee organisations covered by this Agreement, agree to bargain for a proposed single enterprise agreement covering the Parties which would replace this agreement after the nominal expiry date and will commence bargaining for an agreement within a reasonable period prior to the expiry of this Agreement.

## 5 How this Agreement operates

- 5.1 ALDI's Regency Park Region operates exclusively within the area described and depicted in maps in **Schedule 5**.
- 5.2 This Agreement will apply to the Regency Park Region and will apply to the Distribution Centre and stores in the Regency Park Region, any new ALDI Stores opening during the life of this Agreement and any Supplementary Warehousing Facilities operated by ALDI which are located within the area, as described and depicted the in map in **Schedule 5**.
- 5.3 In addition, this Agreement will apply to any ALDI operations in Australia not otherwise covered by an enterprise agreement approved by the Fair Work Commission under the *Fair Work Act 2009*.
- 5.4 Any new Region specific enterprise agreement made by ALDI and which is approved by the Fair Work Commission will cover ALDI and employees in the new Region who work in the classifications set out in the new agreement, to the exclusion of this Agreement.
- 5.5 This Agreement applies to and covers the following classification of ALDI Employees employed in, or operating from, any ALDI operations as defined in PART 1 - clause 5.2 and clause 5.3:
- (a) Store Employees employed as Store Managers, Assistant Store Managers, Duty Store Managers and Store Assistants;
  - (b) Warehouse Employees employed as Section Leaders, Assistant Section Leaders, Warehouse Operators, Warehouse Mechanics, Warehouse Caretakers, Warehouse Labourers, Warehouse Checkers and Palletisers;
  - (c) Transport and Distribution Employees employed as Section Leaders, Assistant Section Leaders, Transport Operators, Transport Drivers and Store Delivery Drivers; and
  - (d) Any other ALDI employee engaged to work in ALDI's operations as defined in PART 1 - clause 5.2 and clause 5.3 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 PART 1 - clause 5.5, in existing and new ALDI operations as defined in PART 1 - clause 5.2 and clause 5.3, 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**

- 8.1 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.
- 9.3 In the absence of your Direct Leader, you report to the Stand-In for your Direct Leader.

### 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 or a Duty Store 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**

- 13.1 Employees 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 Hourly Rate Employees 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**

15.1 You may be engaged to work on a Full-time, Part-time or Casual 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 Casual work**

18.1 If you work as a Casual Employee, you will be engaged and notified of your casual employment on commencement of employment.

18.2 You will be entitled to request conversion to full-time or part-time employment in accordance with the provisions of the NES.

18.3 Casual employees may be employed under **Schedule 2** of the Agreement only and will receive the rates of pay and terms and conditions of employment for casual employees set out in that Schedule.

### **19 Agreement on hours worked for Salaried Employees**

19.1 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.

### **20 Reduction in hours worked**

20.1 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.

20.2 Total remuneration will be adjusted on a pro-rata basis for Salaried Employees where there is a reduction in hours worked.

20.3 If you and ALDI cannot agree on the hours of work to apply, the Dispute Resolution provision of this Agreement will be followed.



## 21 Alarm callouts

21.1 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 an Employee covered by **Schedule 1** or **2**;
- (b) a minimum of four (4) hours will be paid for any callout if you are an Employee covered by **Schedule 3** or **4**.

21.2 All time spent attending to the alarm callout (including travel time) will be treated as time worked.

21.3 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.

21.4 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.

21.5 Callouts will not be considered a separate shift when calculating breaks between shifts.

## 22 Working Arrangements for Hourly Rate Employees

### 22.1 Hours and Rostering

- (a) Apart from Casual or Fixed Roster Employees, if you are an Hourly Rate Employee employed on a Full-time or Part-time basis:
  - (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 as a minimum 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 will be paid at the applicable rate of pay, including any overtime, penalty or shift loading.
- (b) Fixed Roster Employees will agree with ALDI the hours and days to be worked in a Week, in accordance with **Schedules 2,3** or **4**.
- (c) Casual Employees will nominate their availability to be rostered prior to the commencement of each roster period.

### 22.2 How you will be paid - Hourly Rate Employees on Contract Hours

- (a) Apart from Casual or Fixed Roster Employees, if you are an Hourly Rate Employee, 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.
- (b) Your Contract Hours will be paid at your Base Hourly Rate, determined in accordance with the classifications in **Schedule 1, 2, 3** and **4** of this Agreement, and 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.

### 22.3 How you will be paid - Fixed Roster Employees

If you are Fixed Roster Employee, you will be paid for all rostered hours worked in each pay period, and will also receive any loadings, penalties or other entitlements which you are eligible to receive in accordance with this Agreement.

### 22.4 How you will be paid - Casual Employees

If you are a Casual Employee, you will be paid for all hours worked in each pay period, and will also receive any loadings, penalties or other entitlements which you are eligible to receive in accordance with this Agreement.

### 22.5 What happens when Hourly Rate Employees on Contract Hours do not work Contract Hours?

- (a) If you are not available to work your Contract Hours in a pay period, you will be required to take accrued paid leave or unpaid leave to make up your Contract Hours for that pay period.
- (b) If you are not rostered to work your Contract Hours in a pay period, you will be paid your agreed Contract Hours for that pay period. Any additional hours worked above your Contract Hours in subsequent Fortnights will be paid to you.

## 23 Transitional arrangements of the removal of Bankable Hours

The Bankable Hours provisions that applied to Hourly Rate Employees under previous Enterprise Agreements will cease on commencement of operation of this Agreement as set out in PART 1 - clause 4. Hourly Rate Employees will not be able to accrue any additional positive or negative Banked Hours from the commencement of operation of this Agreement.

### 23.1 Treatment of Positive Accrued Banked Hours

- (a) Hourly Rate Employees who have accrued a positive balance of Banked Hours as at the date of commencement of operation of this Agreement may request:
  - (i) payment of any accrued Banked Hours in any Fortnight, to be paid at the Base Hourly Rate applicable in that Fortnight; or
  - (ii) with their Direct Leader's approval, to reduce the number of Contract Hours required to be worked in any Fortnight, and to be paid at the Base Hourly Rate applicable in that Fortnight for those hours.
- (b) If you have accrued a positive balance of Banked Hours and are rostered to work fewer than your Contract Hours in any Fortnight, your accrued Banked Hours will be used to pay up to your Contract Hours and your accrued balance of Banked Hours will be reduced by this amount.
- (c) Any positive balance of Banked Hours will be paid out if you transfer to a Fixed Roster, Casual or Salaried role.

### 23.2 Treatment of Negative Accrued Banked Hours

If you are an Hourly Rate Employee who has accrued a negative balance of Banked Hours as at the date of commencement of operation of this Agreement, 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 reaches zero.

### 23.3 What happens to your Banked Hours when your employment ends?

If your employment comes to an end and:

- (a) You have accrued a positive balance of Banked Hours, those Banked 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 and ALDI will agree to arrangements to set off that negative balance of Banked Hours on the termination of your employment.

## 24 Rostering arrangements

### 24.1 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.

### 24.2 Preparation of Rosters

- (a) Rosters will be prepared at least two (2) weeks 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) the fair allocation of work and time off across the team;
  - (ii) adequate breaks between shifts;
  - (iii) requests for rostering preferences (i.e. time off on a particular day) submitted by the nominated day prior to the roster being prepared;
  - (iv) your safe transport home;
  - (v) to the extent possible, any domestic circumstances that might give rise to a need for specific hours; and
  - (vi) ALDI's business requirements.
- (c) Casual employees will advise their availability to be rostered prior to the commencement of each roster period.

### 24.3 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.

### 24.4 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**

### **25 Your remuneration**

#### **25.1 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**.

#### **25.2 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.

### **26 Superannuation**

26.1 Where eligible, ALDI will make superannuation contributions for you into an approved superannuation fund nominated by you, in accordance with applicable superannuation legislation, [regardless of your age](#).

26.2 Where you do not nominate a superannuation fund, superannuation contributions will be made by ALDI to your stapled fund or, if you do not have a stapled fund, ALDI will pay superannuation contributions into ALDI's default fund that is a fund offering a MySuper product.

26.3 You may choose to salary sacrifice to superannuation, in accordance with ALDI's salary sacrifice policy.

26.4 The amount contributed by ALDI will be based on your Ordinary Time Earnings, prior to any salary sacrifice arrangements being applied by ALDI.

### **27 Increases to your remuneration**

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

### **28 Payment of remuneration**

28.1 Your remuneration, less superannuation and tax, will be processed within 4 days of the end of each Fortnight and paid into your nominated bank account. Any change in remuneration will take effect in the first full pay period commencing after any review.

28.2 If you are a Salaried Employee, you will be paid a fortnightly instalment of your annual salary.

28.3 If you are an Hourly Rate Employee, you will receive payment for all hours worked, including Contract Hours, any positive Banked Hours, any overtime, public holidays and applicable allowances payable for the previous Fortnight.

## **PART 5 - Leave and public holidays**

### **29 General entitlements**

29.1 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.

### **30 Annual leave**

30.1 Annual leave accrues in accordance with the NES.

30.2 For the purposes of the NES, a Shift Worker is 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 Shift Worker if you are employed under a classification in **Schedules 3 and 4**.

30.3 You may take annual leave at a time mutually agreed between you and ALDI following due consideration of operational requirements and business needs.

#### **30.4 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.

#### **30.5 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.

#### **30.6 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; and;
  - (iii) a maximum of two (2) weeks' annual leave may be cashed out in any calendar year; and
  - (iv) annual leave may only be cashed out on a maximum of two (2) times in any calendar year.
- (b) If an amount of annual leave is cashed out, your annual leave accrual will be reduced accordingly.

## **31 Personal leave**

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

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

### **31.3 Taking sick leave**

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

### **31.4 Taking carer's leave**

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

### **31.5 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.

### **31.6 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 ALDI has concerns about the frequency, length or patterns of your absences.

### **31.7 Payment of personal leave**

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

## **32 Compassionate leave**

32.1 Casual employees are entitled to Compassionate Leave in accordance with the NES.

32.2 Except for Casual Employees, you are entitled to:

- (a) two (2) days of paid Compassionate Leave for each occasion you are absent due to a member of your Close or Extended Family or Household Member having an illness or injury that poses a serious threat to life;
- (b) three (3) days of paid leave when you are absent due to the death of an Extended Family or Household Member;
- (c) five (5) days of paid leave when you are absent due to the death of a Close Family Member;
- (d) Take compassionate leave in a single continuous period or as separate periods not exceeding the total days set out above.

### 32.3 Evidence requirements

ALDI may require you to provide evidence of the illness, injury or death of a member of your Close or Extended Family or Household in relation to taking compassionate leave.

## 33 Leave to deal with family or domestic violence

### 33.1 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 in accordance with the NES.
- (b) You may also access accrued paid personal leave for this purpose.
- (c) You will be paid for your rostered hours of work at the applicable hourly rate as if you had worked on each day of leave.
- (d) Family or Domestic Violence Leave may be used to attend medical appointments, legal proceedings and other activities related to family or domestic violence.

### 33.2 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 Close or Extended Family who is experiencing family or domestic violence.

### 33.3 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.

### 33.4 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.

### 33.5 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.

## 34 Community service leave

### 34.1 Entitlement to community service leave

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

### 34.2 Jury service leave

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

### 34.3 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.

### 35 Parental leave

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

### 36 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.

### 37 Public holidays

- (a) Public holidays will be as gazetted in the location in which you work.
- (b) ALDI will typically 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.
- (c) 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

### 38 Notice of termination

38.1 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

38.2 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.

38.3 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.

38.4 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.

38.5 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.

38.6 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 the purpose of seeking other employment. This time off is to be taken at times convenient to you and ALDI after consultation with ALDI.

38.7 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.

### 39 On termination of employment

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

### 40 Redundancy

#### 40.1 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.

#### 40.2 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 NES.

#### 40.3 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 - clause 38. You will also be entitled to a severance payment based on your length of service as follows:

Length of Continuous Service	Weeks of Severance Pay
Less than 1 year	4 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 salary payable at the time of termination of employment.
- (c) If you terminate your employment during the period of notice in PART 6 - clause 38, 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**

### **41 Consultation**

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

### **42 Dispute resolution**

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

#### **42.1 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 - clause 42.1(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 - clause 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 - clause 20 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.

#### **42.2 What happens while the dispute is being resolved?**

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.

#### 42.3 Representation

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.

### 43 Individual flexibility arrangements

#### 43.1 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 - clause 43.1(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.

## Definitions

For the purposes of this Agreement

Term	Meaning
<b>Act</b>	<i>Fair Work Act 2009</i> as amended or replaced from time to time.
<b>Agreed Hours</b>	hours that are set by agreement between ALDI and each Salaried Employee.
<b>Anniversary Date</b>	the date 12 months from your commencement in your current role. Periods of extended unpaid leave are not included when calculating your Anniversary Date.
<b>Base Hourly Rate</b>	the base rate of pay for a classification, excluding any shift loadings, allowances or penalties.
<b>Banked Hours</b>	hours above or below Contract Hours that have accrued up to the date of commencement of operation of this Agreement. Positive Banked Hours can be used to reduce the number of Contract Hours worked in a Fortnight and are treated as authorised paid leave when calculating Contract Hours. Negative Banked Hours can be offset by working hours above Contract Hours in a Fortnight, until the Banked Hours balance is zero.
<b>Casual Employee</b>	a casual employee is an employee employed on a casual basis on commencement of employment in accordance with the terms and conditions of employment set out in <b>Schedule 2</b> of this Agreement.
<b>Close Family Member</b>	for the purposes of compassionate leave, an employee's spouse or de facto partner (including same-gender partner), parent, sibling, child, child lost due to miscarriage or stillbirth, including adoptive, foster and step-relations.
<b>Contract Hours</b>	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.
<b>Direct Leader</b>	has the meaning set out in PART 2 - clause 9.1 of this Agreement.
<b>Employee</b>	an Employee of ALDI who is covered by this Agreement.
<b>Extended Family Member</b>	for the purposes of compassionate leave, an employee's former spouse or de facto partner (including same-gender partner), grandparent, grandchild, in-law, including adoptive, foster and step-relations.
<b>Fixed Roster Employee</b>	an Hourly Rate Employee who agrees with ALDI on the hours and days of the Week or Fortnight to be worked, in accordance with <b>Schedule 2</b> of this Agreement.
<b>Flexible Employee</b>	an Hourly Rate Employee who is available to be rostered on any day in a Week for up to five (5) shifts in a Week. Flexible Employees may be rostered to work at any time on these days.
<b>Fortnight</b>	a full pay period which commences on Monday and ceases 14 days later, at the end of the Sunday shift of the following week, with payment for work performed in that fortnight to be processed within 4 days following the end of the fortnight, subject to PART 4- clause 28 of this Agreement.
<b>Full-time Employee</b>	an employee who works at least 38 hours per week plus reasonable additional hours.

Term	Meaning																										
<b>Full-time Ordinary Hours</b>	38 hours per week.																										
<b>Hourly Rate Employee</b>	an Employee who is engaged by ALDI on an hourly rate of pay and not an annual salary.																										
<b>Hours Actually Worked</b>	authorised hours physically spent by the Employee in the workplace, excluding unpaid breaks.																										
<b>Household Member</b>	a person living at the same residential address as the Employee.																										
<b>Job Description</b>	an outline of tasks and responsibilities and the areas in which the Employee is required to take action and make decisions independently.																										
<b>Junior Employee</b>	an employee aged under 18 years.																										
<b>Leave Day</b>	a day of authorised paid leave, paid in accordance with <b>Schedules 1, 2, 3 and 4.</b>																										
<b>Limited Roster Employee</b>	an Hourly Rate Employee who is not available to be rostered for up to five (5) shifts on any day in a Week, or who is not available to be rostered at any time on particular days. Limited Roster Employees nominate the days or hours on which they are available to work, and may be rostered to work on these days or during these hours.																										
<b>NES</b>	National Employment Standards in the Act.																										
<b>Notional Shift Hours</b>	<p>based on agreed Contract Hours for Hourly Rate Employees; except Duty Store Managers;</p> <table border="0"> <thead> <tr> <th><u>Contract Hours per Fortnight</u></th> <th><u>Notional Shift Hours</u></th> </tr> </thead> <tbody> <tr> <td><del>Up to and including 21</del> Contract Hours</td> <td>5.5 hours</td> </tr> <tr> <td>30 Contract Hours</td> <td>5.5 hours</td> </tr> <tr> <td>40 Contract Hours</td> <td>5.5 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> <tr> <td>Duty Store Manager (all contracts)</td> <td>7.5 hours</td> </tr> </tbody> </table>	<u>Contract Hours per Fortnight</u>	<u>Notional Shift Hours</u>	<del>Up to and including 21</del> Contract Hours	5.5 hours	30 Contract Hours	5.5 hours	40 Contract Hours	5.5 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	Duty Store Manager (all contracts)	7.5 hours
<u>Contract Hours per Fortnight</u>	<u>Notional Shift Hours</u>																										
<del>Up to and including 21</del> Contract Hours	5.5 hours																										
30 Contract Hours	5.5 hours																										
40 Contract Hours	5.5 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																										
Duty Store Manager (all contracts)	7.5 hours																										
<b>Office employee</b>	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.																										
<b>Ordinary Hours</b>	all hours worked which are non-overtime hours including those hours which attract a shift loading and penalties.																										
<b>Ordinary Time Earnings</b>	all allowances, shift loadings and penalties associated with ordinary hours of work and authorised paid leave. It will exclude all overtime earnings.																										
<b>Part-time Employee</b>	an Employee who works fewer than 38 hours per week on average and receives pro rata remuneration and leave entitlements.																										
<b>Personnel Leader</b>	has the meaning set out in PART 2 - clause 9.2 of this Agreement.																										

<b>Term</b>	<b>Meaning</b>
<b>Regency Park Region</b>	is defined in PART 1 - clause 5.2 and clause 5.3 of this Agreement.
<b>Salaried Employee</b>	an Employee who is paid an annual salary and not an hourly rate of pay.
<b>Stand In Store Manager and Stand In Section Leader</b>	Employees who cover the Store Manager or Section Leader in their absence.
<b>Store</b>	retail premises operated by ALDI, where goods are provided to customers, including via online, click and collect and home delivery services.
<b>Store Employees</b>	an Employee engaged to work in a Store operated by ALDI including Store Managers, Assistant Store Managers, Duty Store Managers, and Store Assistants.
<b>Supplementary Warehousing Facilities</b>	warehousing facilities within the Regency Park Region operated by ALDI other than ALDI's Distribution Centre at 84 Gallipoli Dr, Regency Park, SA 5010.
<b>Transport Employee</b>	an Employee engaged to work in the transport and distribution operations of ALDI including Section Leaders, Assistant Section Leaders, Transport Operators, Transport Drivers and Store Delivery Drivers.
<b>Warehouse Employee</b>	an Employee engaged to work in a DC or Supplementary Warehousing Facility operated by ALDI including Section Leaders, Assistant Section Leaders, Warehouse Operators, Warehouse Mechanics, Warehouse Caretakers, Warehouse Checkers, Warehouse Labourers and Palletisers.
<b>Week</b>	Monday to Sunday.
<b>You</b>	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 and Duty Store 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 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.

##### 2.2 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 Duty Store Managers

Duty Store Managers are employed on a Full-time or Part-time basis and are Hourly Rate Employees. If you are employed on a Part-time basis, 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 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 76 ordinary hours each Fortnight. Remuneration paid will be based on the proportion of Agreed Hours per Fortnight to 80 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 41 of the Agreement.

## **7 Time off in lieu**

### **7.1 Time off in lieu arrangements**

All Store Managers and Assistant Store Managers 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 Hours of Work for Duty Store Managers**

All Duty Store Managers are Hourly Rate Employees and entitled to the Hours arrangements in PART 3 - clause 22 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 30 minutes' unpaid break should be taken for shifts of five hours or more. You will not be required to work more than five hours without taking at least 30 minutes' unpaid break.

9.3 Duty Store Managers 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, Duty Store Managers will receive a penalty payment for the next shift as set out in clause 12 of this Schedule.

## PART D - Remuneration

### 10 Store Manager

10.1 Store Managers receive a salary 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. The payment of your salary will be on a fortnightly basis.

Agreed Hours per Fortnight	Year 1 Salary	Year 2 Salary	Year 3 Salary	Year 4 Salary	Year 7 Salary
60 hours	\$62,478.00	\$66,939.60	\$71,744.40	\$76,533.60	\$81,322.80
70 hours	\$72,891.00	\$78,096.20	\$83,701.80	\$89,289.20	\$94,876.60
80 hours	\$83,304.00	\$89,252.80	\$95,659.20	\$102,044.80	\$108,430.40
90 hours	\$93,717.00	\$100,409.40	\$107,616.60	\$114,800.40	\$121,984.20

10.3 Your progression from one Year to the next occurs in the next full pay period after your Anniversary Date.

10.4 Superannuation is payable in accordance with superannuation legislation and is calculated on your salary.

10.5 Store Manager employees employed at the time this Agreement is made, who are receiving a higher salary than that set out in clause 10.2 above, will continue to receive this higher salary which will be reviewed as part of the annual remuneration review under PART 4 - clause 27 of this Agreement.

### 11 Assistant Store Manager

11.1 Assistant Store Managers receive a salary 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. Payment of your salary will be on a fortnightly basis, and will be as follows:

Agreed Hours per Fortnight	Year 1 Salary	Year 2 Salary
60 hours	\$56,472.00	\$59,748.00
64 hours	\$60,236.80	\$63,731.20
70 hours	\$65,884.00	\$69,706.00
80 hours	\$75,296.00	\$79,664.00
90 hours	\$84,708.00	\$89,622.00

11.3 Your progression from one Year to the next occurs in the next full pay period after your Anniversary Date.

11.4 Superannuation is payable in accordance with superannuation legislation and is calculated on your salary.

11.5 Assistant Store Manager employees employed at the time this Agreement is made, who are receiving a higher salary than that set out in clause 11.2 above, will continue to receive this higher salary which will be reviewed as part of the annual remuneration review under PART 4 - clause 27 of this Agreement.

## 12 Duty Store Manager

12.1 Duty Store Managers receive an hourly rate of pay for all hours worked.

12.2 As a Duty Store Manager, you and ALDI may agree that your Contract Hours will be either 60, 70 or 76 hours per Fortnight. Your Notional Shift Hours will be 7.5 hours.

12.3 Your Hourly Rate as a Duty Store Manager is based on when you perform work as follows:

Duty Store Managers	Hourly Rate
Monday to Friday 7am-6pm (Base Hourly Rate)	\$31.46
Monday to Friday 6pm -11pm	\$38.52
Monday to Friday 11pm-7am	\$45.59
Saturday 12am-7am	\$45.59
Saturday 7am-11pm	\$38.52
Saturday 11pm-12am	\$45.59
Sunday 12am-9am	\$59.71
Sunday 9am-11pm	\$45.59
Sunday 11pm-12am	\$59.71
Public holidays	\$66.78
Break Loading where less than 10 hour break between shifts	\$31.46

12.4 Overtime will be paid at the rate of time-and-a-half (150%) of the Base 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.

12.5 Superannuation is payable in accordance with superannuation legislation for all hours worked.

12.6 If you do not have a break in accordance with the requirements in clause 9.2 above, you will receive a Break Loading as set out in clause 12.3 above for every hour worked until you receive a ten (10) hour break. In addition, you will also receive payment of your Base Hourly Rate for your rostered shift.

## **PART E - Leave**

### **13 Public holidays**

- 13.1 In addition to the matters set out in PART 5 - clause 37 of the Agreement, you have public holiday entitlements in accordance with this clause.
- 13.2 If you are a Store Manager or Assistant Store Manager 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.
- 13.3 If you are a Duty Store 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 12.3 of this Schedule.
  - (b) you do not work on a public holiday, you will be paid at your Base Hourly Rate of pay for your Notional Shift Hours for that day.

### **14 Annual leave and leave loading**

- 14.1 In addition to the matters set out in PART 5 - clause 30 of the Agreement, Store Management Employees are entitled to annual leave in accordance with this clause.
- 14.2 If you are employed on a Full-time basis, you will accrue five (5) weeks of annual leave per annum.
- 14.3 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.
- 14.4 If you are employed as a Store Manager or Assistant Store Manager, you will continue to be paid your salary when taking annual leave.
- 14.5 If you are employed as a Duty Store Manager, you will be paid for your Notional Shift Hours at the Base Hourly Rate as set out in clause 12 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.
- 14.6 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.

### **15 Personal leave**

- 15.1 In addition to the matters set out in PART 5 - clause 31 of the Agreement, Store Management Employees are entitled to personal leave in accordance with this clause.
- 15.2 If you are employed as a Store Manager or Assistant Store Manager, you will receive a payment of your salary when taking personal leave.
- 15.3 If you are employed as a Duty Store Manager, you will be paid for your Notional Shift Hours per day at the Base Hourly Rate set out in clause 12 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.

## **16 Compassionate leave**

- 16.1 In addition to the matters set out in PART 5 - clause 32 of the Agreement, Store Management Employees are entitled to compassionate leave in accordance with this clause.
- 16.2 If you are employed as a Store Manager or Assistant Store Manager, you will continue to be paid your salary when you are absent on compassionate leave.
- 16.3 If you are employed as a Duty Store Manager, you will be paid for your Notional Shift Hours per day at the base hourly rate as set out in clause 12 of this Schedule when you are absent 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.

## **17 Jury service leave**

- 17.1 In addition to the matters set out in PART 5 - clause 34 of the Agreement, Store Management Employees are entitled to jury service leave in accordance with this clause.
- 17.2 If you are employed as a Store Manager or Assistant Store Manager, you will be paid your salary, less any payment received in respect of jury service when on jury service leave.
- 17.3 If you are employed as a Duty Store Manager, you will be paid for your Notional Shift Hours per day at the Base Hourly Rate as set out in clause 12 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 Full-time, Flexible, Limited Roster, Fixed Roster and Casual 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 Full-time Store Assistants

If you are employed as a Full-time Store Assistant:

- (a) you are an Hourly Rate Employee;
- (b) you may be rostered to work at any time on any day in a Week from Monday to Sunday; and
- (c) you will work up to ten (10) shifts per Fortnight; and
- (d) you will work 76 ordinary hours in a Fortnight; and
- (e) your hours will be averaged over a Fortnight;

#### 3 Flexible Store Assistants

If you are employed as a Flexible Store Assistant:

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

#### 4 Limited Roster Store Assistants

4.1 If you are employed as a Limited Roster Store Assistant, you:

- (a) are an Hourly Rate Employee; and
- (b) are not available to work on any day in a Week from Monday to Sunday; or
- (c) are not available to work at any time on any day in a Week from Monday to Sunday.

4.2 Upon commencement of employment, you will agree with ALDI on the days or times you are available to be rostered to work within the Week. Changes to these days or times can only be made by agreement of both parties.

4.3 You may be requested by a Store Manager to work additional hours as Ordinary Hours outside of the days or times nominated by you, but you may refuse this request.

- 4.4 Limited Roster Store Assistants may be offered a maximum of 30 Contract Hours per Fortnight.
- 4.5 You 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.

## **5 Fixed Roster Store Assistants**

- 5.1 If you are employed as a Fixed Roster Store Assistant, you are an Hourly Rate Employee, and you will agree with ALDI the hours and days to be worked in a Week, the hours to be worked each day, the start and finish times of each day and the time of taking and duration of meal breaks.
- 5.2 The days and times you are rostered to work may be changed with 7 days' notice, or with 48 hours' notice in the case of an emergency, however the number of hours you will be rostered to work in a Week will not change. Your rostered work days and times will not be changed from Week to Week or Fortnight to Fortnight.
- 5.3 You may be requested by a Store Manager to work additional shifts or additional hours outside of your fixed roster. If you confirm the roster change in writing in advance of working the additional shift or additional hours, hours worked will be paid as Ordinary Hours as set out in Part D of this Schedule. If you do not confirm the roster change in writing in advance, you will be paid at overtime rates in accordance with clause 9.2 of this Schedule. Confirmation in writing may be via electronic means.
- 5.4 Fixed Roster Store Assistants will only receive leave (including Personal Leave, Annual Leave, public holidays and any other statutory leave entitlements) on the days you would otherwise be rostered to work.

## **6 Casual Store Assistants**

- 6.1 If you are employed as a Casual Store Assistant, you are an Hourly Rate Employee and your hours and days to be worked in a Week will be agreed as the roster is prepared each roster period in accordance with PART 3 - clause 24.2 of this Agreement. You will advise your availability to work and this will be taken into consideration as the roster is prepared.
- 6.2 Casual Store Assistants may be requested by a Store Manager to work additional shifts or additional hours after the roster has been prepared. These additional hours will be paid at the casual hourly rate as set out in Part D of this Schedule.

## **7 Junior Employees**

- 7.1 Junior employees may be employed as a Full-time, Flexible, Limited Roster or Fixed Roster Store Assistant and will be paid in accordance with Part D of this Schedule.
- 7.2 Junior employees may also be employed as a Casual Store Assistant. You will transfer to a Limited Roster, Fixed Roster, Flexible or Full-time Store Assistant role in the first full pay period after your 18<sup>th</sup> birthday. You and ALDI will agree on the Contract Hours and classification to apply to your employment based on your availability and the needs of the business.

## **PART C - Hours of work**

### **8 Agreement on Hours Worked**

- 8.1 Apart from Casual employees and Fixed Roster employees, on commencement, Hourly Rate Store Employees and ALDI will agree on the Contract Hours to be worked as a minimum each Fortnight. These hours may be varied only by agreement between you and ALDI.
- 8.2 Fixed Roster employees and ALDI will agree on hours to be worked in accordance with clause 5 of this Schedule.

8.3 Casual employees will notify your availability to work in each roster period prior to rosters being prepared.

## 9 Ordinary Hours

### 9.1 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.

### 9.2 Overtime

(a) Overtime will be paid:

(i) For Full-time, Flexible and Limited Roster Store Assistants at the rate of time-and-a-half (150%) of the Base Hourly Rate for all hours required to be worked:

(1) in excess of nine (9) Ordinary Hours in a day;

(2) in excess of seventy six (76) Ordinary Hours in a Fortnight.

(ii) For Fixed Roster Store Assistants at the rates set out in Part D of this Schedule for all hours worked outside of the roster as agreed or varied under clause 5 of this Schedule.

(iii) For Casual Store Assistants at the rates set out in Part D of this Schedule for all hours worked:

(1) in excess of nine (9) Ordinary Hours in a day;

(2) 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.

### 9.3 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 more than four and up to six hours duration	1 x 20 minute paid break plus 1 x 10 minute unpaid break 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 Part D below. In addition, you will also receive payment of your Base Hourly Rate for your rostered shift.

#### 9.4 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

#### 10 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.

#### 11 Full-time Store Assistant

Full-time Store Assistant Hourly Rate	Adult Rate
Monday to Friday 7am-6pm (Base Hourly Rate)	\$29.04
Monday to Friday 6pm-11pm	\$35.57
Monday to Friday 11pm-6am and Friday 11pm-Saturday 6am	\$42.09
Monday to Saturday 6am-7am	\$42.09
Saturday 7am-8pm	\$35.57
Saturday 8pm-11pm	\$41.74
Saturday 11pm – midnight	\$42.09
Sunday 12am-9am	\$55.15
Sunday 9am-8pm	\$42.09
Sunday 8pm-11pm	\$42.09
Sunday 11pm-midnight	\$55.15
Public holidays	\$61.68
Break Loading	\$29.04

## 12 Flexible Store Assistant

Flexible Store Assistant Hourly Rate	Adult Rate
Monday to Friday 7am-6pm (Base Hourly Rate)	\$29.04
Monday to Friday 6pm-11pm	\$35.57
Monday to Friday 11pm-6am and Friday 11pm-Saturday 6am	\$42.09
Monday to Saturday 6am-7am	\$42.09
Saturday 7am-8pm	\$35.57
Saturday 8pm-11pm	\$41.74
Saturday 11pm - midnight	\$42.09
Sunday 12am-9am	\$55.15
Sunday 9am-8pm	\$42.09
Sunday 8pm-11pm	\$42.09
Sunday 11pm-midnight	\$55.15
Public holidays	\$61.68
Break Loading	\$29.04

## 13 Limited Roster Store Assistant

Limited Roster Store Assistant Hourly Rate	Adult Rate
Monday to Friday 7am-6pm (Base Hourly Rate)	\$28.50
Monday to Friday 6pm-11pm	\$34.90
Monday to Friday 11pm-6am and Friday 11pm-Saturday 6am	\$41.74
Monday to Saturday 6am-7am	\$41.30
Saturday 7am-8pm	\$34.90
Saturday 8pm-11pm	\$41.74
Saturday 11pm - midnight	\$41.74
Sunday 12am-9am	\$54.09
Sunday 9am-8pm	\$41.30
Sunday 8pm-11pm	\$41.74
Sunday 11pm-midnight	\$54.09
Public holidays	\$60.50
Break Loading	\$28.50

## 14 Fixed Roster Store Assistant

Fixed Roster Store Assistant Hourly Rate	Adult Rate
Monday to Friday 7am-6pm (Base Hourly Rate)	\$25.76
Monday to Friday 6pm-11pm	\$32.20
Monday to Friday 11pm-6am and Friday 11pm-Saturday 6am	\$38.64
Monday to Saturday 6am-7am	\$38.64
Saturday 7am-11pm	\$32.20
Saturday 11pm – midnight	\$38.64
Sunday 12am-9am	\$51.52
Sunday 9am-11pm	\$38.64
Sunday 11pm-midnight	\$51.52
Public holidays	\$51.52
Break Loading	\$25.76
Overtime for first 3 hours on Monday to Saturday	\$38.64
Overtime after 3 hours on Monday to Saturday and any time on Sunday	\$51.52

## 15 Junior rates of pay

Full-time, Flexible, Limited Roster or Fixed Roster Store Assistants may be employed as Junior Employees. Junior Employees will receive junior rates of pay as follows:

	% of Adult rate
Employees aged 15 years	45%
Employees aged 16 years <u>and under</u>	50%
Employees aged 17 years	60%

Junior employees will progress to the applicable rate of pay for their age in the next full pay period after their birthday.

## 16 Casual Store Assistant

Casual Store Assistant Hourly Rate	Junior Rate 17 years	Junior Rate 16 years <u>and under</u>
Monday to Friday 7am-6pm (Base Hourly Rate)	\$19.95	\$16.64
Monday to Friday 6pm-11pm	\$23.94	\$19.95
Monday to Friday 11pm-6am and Friday 11pm-Saturday 6am	\$27.94	\$23.29

Casual Store Assistant Hourly Rate	Junior Rate 17 years	Junior Rate 16 years <u>and under</u>
Monday to Saturday 6am-7am	\$27.94	\$23.29
Saturday 7am-11pm	\$23.94	\$19.95
Saturday 11pm – midnight	\$27.94	\$23.29
Sunday 12am-9am	\$35.93	\$29.94
Sunday 9am-11pm	\$27.94	\$23.29
Sunday 11pm-midnight	\$35.93	\$29.94
Public holidays	\$39.91	\$33.26
Break Loading	\$19.95	\$16.64
Overtime for first 3 hours on Monday to Saturday	\$27.94	\$23.29
Overtime after 3 hours on Monday to Saturday and any time on Sunday	\$35.93	\$29.94

## 17 Relieving Shift Manager Allowance

- 17.1 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.
- 17.2 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.

## 18 Superannuation

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

## PART E - Leave and holiday entitlements

### 19 Public holidays

- 19.1 In addition to the matters set out in PART 5 - clause 37 of the Agreement, you have public holiday entitlements in accordance with this clause.
- 19.2 If you work on a public holiday, you will be paid at the applicable public holiday rate set out in Part D of this Schedule.
- 19.3 If you are a Full-time or Flexible Store Assistant and you do not work on a public holiday you will be paid your Notional Shift Hours at the Base Hourly Rate set out in Part D of this Schedule.
- 19.4 If you are a Limited Roster Store Assistant and:
- (a) you do not 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 Base 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.

- 19.5 If you are a Fixed Roster Store Assistant and:
- (a) you do not work on a public holiday which is a day you are rostered to work as part of your fixed roster, you will be paid your rostered hours of work for that day at the Base Hourly Rate set out in Part D of this Schedule; or
  - (b) you do not work on a public holiday which is a day you would not be rostered to work as part of your fixed roster, you are not entitled to receive a payment on that day.
- 19.6 If you are a Casual Store Assistant and you do not work on a public holiday, you are not entitled to receive a payment that day.
- 19.7 No overtime is separately payable for work on a public holiday.

## **20 Annual leave and leave loading**

- 20.1 In addition to the matters set out in PART 5- clause 30 of the Agreement, you are entitled to annual leave in accordance with this clause.
- 20.2 You will accrue four (4) weeks of annual leave per annum.
- 20.3 If you are a Full-time, Flexible or Limited Roster Store Assistant and you take annual leave you will be paid your Notional Shift Hours at the Base 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.
- 20.4 If you are a Fixed Roster Store Assistant and you take annual leave, you will be paid on a day of annual leave for the number of hours you were rostered to work at the Base Hourly Rate set out in Part D of this Schedule.
- 20.5 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 \$605.00 (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;
  - (e) will be paid on a pro-rata basis if you transfer to a Store Management position in a calendar year prior to 1 December; and
  - (f) will be paid on a pro-rata basis on termination of your employment where you cease work prior to 1 December.
- 20.6 If you are a Casual Store Assistant, you will not receive any entitlements under this clause.

## **21 Personal leave**

- 21.1 In addition to the matters set out in PART 5- clause 31 of the Agreement, you are entitled to personal leave in accordance with this clause.
- 21.2 If you are a Full-time, Flexible or Limited Roster Store Assistant and you take personal leave you will be paid your Notional Shift Hours at the Base 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.

- 21.3 If you are a Fixed Roster Store Assistant and you take personal leave, you will be paid on a day of personal leave for the number of hours you were rostered to work at the Base Hourly Rate set out in Part D of this Schedule.
- 21.4 If you are a Limited Roster or Fixed Roster Store Assistant, you may only take personal leave on the days you have agreed that you are available to be rostered to work.
- 21.5 If you are a Casual Store Assistant, you will not receive paid personal leave.

## **22 Compassionate leave**

- 22.1 In addition to the matters set out in PART 5- clause 32 of the Agreement, you are entitled to compassionate leave in accordance with this clause.
- 22.2 If you are a Full-time, Flexible or Limited Roster Store Assistant and you take compassionate leave you will be paid your Notional Shift Hours at the Base 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.
- 22.3 If you are a Fixed Roster Store Assistant and you take compassionate leave, you will be paid on a day of personal leave for the number of hours you were rostered to work at the Base Hourly Rate set out in Part D of this Schedule.
- 22.4 If you are a Limited Roster or Fixed 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.
- 22.5 If you are a Casual Store Assistant, you will not receive paid compassionate leave.

## **23 Jury service leave**

- 23.1 In addition to the matters set out in PART 5- clause 34 of the Agreement, you are entitled to jury service leave in accordance with this clause.
- 23.2 If you are a Full-time, Flexible or Limited Roster Store Assistant and you take jury service leave you will be paid your Notional Shift Hours at the Base 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.
- 23.3 If you are a Fixed Roster Store Assistant and you take jury service leave, you will be paid on a day of jury service leave for the number of hours you were rostered to work at the Base Hourly Rate set out in Part D of this Schedule, less any amounts received in respect of jury service.
- 23.4 If you are a Limited Roster or Fixed 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.
- 23.5 If you are a Casual Store Assistant, you will not receive paid jury service leave.

## 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 or Supplementary Warehousing Facilities (**Warehouse Employees**), specifically Section Leaders, Assistant 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 Section Leaders

- 2.1 Section Leaders are Flexible Warehouse Employees and may be employed on a Full-time or Part-time basis. If you are employed on a Part-time basis, you will receive pro rata leave entitlements and remuneration.

#### 3 Flexible Warehouse Employees

- 3.1 If you are a Flexible 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 will work up to five shifts per week and your hours will be averaged over a Fortnight.

#### 4 Limited Roster Warehouse Employees

- 4.1 If you are employed as a Limited Roster Warehouse Employee, you:
- (a) are an Hourly Rate Employee; and
  - (b) are not available to work on any day in a Week from Monday to Sunday; or
  - (c) are not available to work at any time on any day in a Week from Monday to Sunday.
- 4.2 Upon commencement of employment, you will agree with ALDI on the days or times you are available to be rostered to work in a Week. Changes to these days or times can only be made by agreement of both parties.

4.3 You may be requested by a Section Leader to work additional hours as Ordinary Hours outside of the days or times nominated by you, but you may refuse this request.

4.3.4.4 Limited Roster Warehouse Employees may be offered a maximum of 40 Contract Hours per Fortnight.

4.4.4.5 You 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.

## 5 Junior Employees

Junior employees may be employed as a Caretaker or Labourer in a Flexible or Limited Roster capacity, and will be paid in accordance with Part D of this Schedule.

## 6 Shift Worker

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

(a) you are a Warehouse Employee, apart from a Warehouse Caretaker, and you are:

(i) regularly required to work on Sundays and public holidays; and

(ii) 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; or

(b) you are a Warehouse Caretaker and you are regularly required to work on Sundays and public holidays.

## PART C - Hours of Work

### 7 Agreement on hours worked

On commencement, Hourly Rate employees and ALDI will agree on your Contract Hours to be worked as a minimum each Fortnight. These hours may be varied only by agreement between you and ALDI.

### 8 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.

### 9 Overtime

9.1 You agree to work reasonable overtime as required. Overtime will be paid at the rate of time-and-a-half (150%) of the Base Hourly Rate for all hours required to be worked:

(a) in excess of nine (9) Ordinary Hours in a day;

(b) in excess of eighty (80) Ordinary Hours in a Fortnight.

9.2 Where you work authorised overtime in any pay period, you will receive payment for that overtime in the following pay cycle.

9.3 Overtime is paid instead of the hourly rate of pay which would otherwise apply.

### 10 Breaks

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



10.2 You are required to take work breaks as follows:

Shift duration	Breaks
Shifts of less than seven hours duration	1 x 20 minute paid break plus 10 minutes unpaid, to be taken as a 30 minute break
Shifts of seven hours or more duration	1 x 20 minute paid break plus 1 x 30 minute unpaid break

## PART D - Rates of Pay

### 11 Minimum rates of pay

11.1 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.

11.2 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.

### 12 Warehouse Section Leader

Base Hourly Rate	
Monday to Friday (5:00am – 6:00pm)	\$40.00

The Section Leader rate of pay incorporates a component for any forklift allowance that may be payable.

### 13 Flexible Warehouse Operator

Base Hourly Rate	Entry Level	Level 1	Level 2
Monday to Friday (5:00am – 6:00pm)	\$32.99	\$34.55	\$35.50

### 14 Limited Roster Warehouse Operator

Base Hourly Rate	Entry Level	Level 1	Level 2
Monday to Friday (5:00am – 6:00pm)	\$32.00	\$32.82	\$33.73

### 15 Flexible Warehouse Mechanic

Base Hourly Rate	Level 1	Level 2
Monday to Friday (5:00am – 6:00pm)	\$35.37	\$36.35

### 16 Limited Roster Warehouse Mechanic

Base Hourly Rate	Level 1	Level 2
Monday to Friday (5:00am – 6:00pm)	\$33.60	\$34.53

**17 Flexible Palletiser**

Base Hourly Rate	
Monday to Friday (5:00am – 6:00pm)	\$31.10

**18 Limited Roster Palletiser**

Base Hourly Rate	
Monday to Friday (5:00am – 6:00pm)	\$29.55

**19 Flexible Warehouse Checker**

Base Hourly Rate	
Monday to Friday (5:00am – 6:00pm)	\$34.55

**20 Limited Roster Warehouse Checker**

Base Hourly Rate	
Monday to Friday (5:00am – 6:00pm)	\$32.82

**21 Flexible Caretaker**

Base Hourly Rate	Adult Rate
Monday to Friday (5:00am – 6:00pm)	\$30.88

**22 Limited Roster Caretaker**

Base Hourly Rate	Adult Rate
Monday to Friday (5:00am – 6:00pm)	\$29.34

**23 Flexible Warehouse Labourer**

Base Hourly Rate	Adult Rate
Monday to Friday (5:00am – 6:00pm)	\$28.87

**24 Limited Roster Warehouse Labourer**

Base Hourly Rate	Adult Rate
Monday to Friday (5:00am – 6:00pm)	\$28.29

## 25 Junior rates of pay

Flexible Caretakers, Limited Roster Caretakers, Flexible Warehouse Labourers or Limited Roster Warehouse Labourers may be employed as Junior Employees. Junior Employees will receive junior rates of pay as follows:

	% of Adult rate
Employees aged 15 years	45%
Employees aged 16 years <u>and under</u>	50%
Employees aged 17 years	60%

Junior employees will progress to the applicable rate of pay for their age in the next full pay period after their birthday.

## 26 Shift loadings

The following shift loadings for Hourly Rate Employees are calculated based on the Base 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)	+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%

## 27 Penalty rates

The following penalty rates for Hourly Rate employees are calculated based on Base 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%

## 28 Freezer allowance

Where you are required to work in the Freezer Store for at least 15 continuous minutes, you will receive a Freezer Allowance on a pro rata basis.

Freezer allowance (Rate per Hour)	\$1.75
-----------------------------------	--------

## 29 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)	\$0.55
------------------------------------	--------

## 30 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. If you receive an Assistant Section Leader allowance for all hours worked, you will also receive this allowance when on paid leave. No forklift allowance is payable when you receive an Assistant Section Leader allowance.

Assistant Section Leader allowance (Rate per Hour)	\$1.74
--	--------

## 31 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

### 32 Public holidays

32.1 In addition to the matters set out in PART 5 - clause 37 of the Agreement, you have public holiday entitlements in accordance with this clause.

32.2 If you are a Flexible 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 do not work on a public holiday, you will be paid your Notional Shift Hours at the Base 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.

32.3 If you are a Limited Roster Warehouse Employee and:

- (a) you do not 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 Base 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.

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

### 33 Annual leave and leave loading

33.1 In addition to the matters set out in PART 5 - clause 30 of the Agreement, you are entitled to Annual Leave in accordance with this clause.

- 33.2 You will accrue Annual Leave at the rate of four (4) weeks per annum.
- 33.3 If you are a Shift Worker (as defined in clause 6 of this Schedule), you will accrue annual leave at the rate of 5 weeks per annum.
- 33.4 If you are a Flexible or Limited Roster Warehouse Employee and you take Annual Leave you will be paid your Notional Shift Hours at the Base 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.
- 33.5 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 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 the termination of your employment where you cease work prior to 1 December.

## 34 Personal leave

- 34.1 In addition to the matters set out in PART 5 - clause 31 of the Agreement, you will also be entitled to personal leave in accordance with this clause.
- 34.2 If you take personal leave, you will be paid your Notional Shift Hours at the Base 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.
- 34.3 If you are a Limited Roster Warehouse Employee, you may only take personal leave on the days you have agreed that you are available to be rostered to work.

## 35 Compassionate leave

- 35.1 In addition to the matters set out in PART 5 - clause 32 of the Agreement, you are also entitled to compassionate leave in accordance with this clause.

- 35.2 If you take compassionate leave, you will be paid your Notional Shift Hours at the Base 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.
- 35.3 If you are a Limited Roster Warehouse Employee, you may only take compassionate leave on the days you have agreed that you are available to be rostered to work.

## **36 Jury service leave**

- 36.1 In addition to the matters set out in PART 5 - clause 34 of the Agreement, you are also entitled to jury service leave in accordance with this clause.
- 36.2 If you take jury service leave, you will be paid your Notional Shift Hours at the Base 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.
- 36.3 If you are a Limited Roster Warehouse Employee, you may only take jury service leave on the days you have agreed that you are available to be rostered to work.

## 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, Assistant Section Leaders, Transport Operators, Transport Drivers and Store Delivery 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 Section Leaders

- 2.1 Section Leaders are Flexible Transport Employees and may be employed on a Full-time or Part-time basis. If you are employed on a Part-time basis, you will receive pro rata leave entitlements and remuneration.

#### 3 Flexible Transport Employees

If you are a Flexible Transport Employee, you:

- (a) are an Hourly Rate Employee; and
- (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.

#### 4 Limited Roster Transport Employees

- 4.1 If you are employed as a Limited Roster Transport Employee, you:

- (a) are an Hourly Rate Employee; and
- (b) are not available to work on any day in a Week from Monday to Sunday; or
- (c) are not available to work at any time on any day in a Week from Monday to Sunday.

- 4.2 Upon commencement of employment, you will agree with ALDI on the days or times you are available to be rostered to work in a Week. Changes to these days or times can only be made by agreement of both parties.

- 4.3 You may be requested by a Section Leader to work additional hours as Ordinary Hours outside of the days or times nominated by you, but you may refuse this request.

- 4.34.4 Limited Roster Transport Employees may be offered a maximum of 40 Contract Hours per Fortnight.

- 4.44.5 You 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.

## 5 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

### 6 Agreement on hours worked

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

### 7 Ordinary Hours

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

### 8 Overtime

8.1 Overtime will be paid at the rate of time-and-a-half (150%) of the Base Hourly Rate for all hours required to be worked:

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

8.2 You agree to work reasonable overtime as required.

8.3 Overtime worked in a pay period will be paid in the next pay after that pay period closes.

8.4 Overtime is paid instead of the hourly rate of pay which would otherwise apply.

### 9 Breaks

9.1 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.

9.2 The following paid breaks will apply:

Shift duration	Breaks
Shifts of less than five and a half hours duration	1 x 15 minute paid break
Shifts of five and a half hours or more duration	2 x 15 minute paid breaks

9.3 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 Base 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

### 10 Minimum rates of pay

- 10.1 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.
- 10.2 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.

### 11 Section Leader

Base Hourly Rate	
Monday to Friday (5:00am-6:00pm)	\$40.00

### 12 Flexible Store Delivery Driver

Base Hourly Rate	
Monday to Friday (5:00am-6:00pm)	\$27.88

### 13 Limited Roster Store Delivery Driver

Base Hourly Rate	
Monday to Friday (5:00am-6:00pm)	\$26.49

### 14 Flexible Transport Driver [\(HR\)](#)

Base Hourly Rate	
Monday to Friday (5:00am-6:00pm)	\$31.10

### 15 Limited Roster Transport Driver [\(HR\)](#)

Base Hourly Rate	
Monday to Friday (5:00am-6:00pm)	\$29.55

### 16 Flexible Transport Operator [\(HC\)](#)

Base Hourly Rate	Entry Level	Level 1
Monday to Friday (5:00am-6:00pm)	\$33.00	\$34.50

## 17 Limited Roster Transport Operator (HC)

Base Hourly Rate	Entry Level	Level 1
Monday to Friday (5:00am-6:00pm)	\$31.35	\$32.78

## 18 Driver Trainer allowance

You may be invited to work as a Driver Trainer. 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.

Driver Trainer Allowance (Rate per Hour)	\$4.08
--	--------

## 19 Assistant Section Leader allowance

You may be invited to work as an Assistant Section Leader. You will be paid an additional allowance for each hour worked as an Assistant Section Leader. If you receive an Assistant Section Leader allowance for all hours worked, you will also receive this allowance when on paid leave. No B-Double allowance is payable when you receive an Assistant Section Leader allowance.

Assistant Section Leader allowance (Rate per Hour)	\$1.74
--	--------

## 20 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)	\$0.80
------------------------------------	--------

## 21 Shift loadings

The following shift loadings for Hourly Rate Employees are calculated based on the Base 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%

## 22 Penalty rates

The following penalty rates for Hourly Rate Employees are calculated based on the Base 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%

## 23 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

### 24 Public holidays

- 24.1 In addition to the matters set out in PART 5 - clause 37 of the Agreement, you have public holiday entitlements in accordance with this clause.
- 24.2 If you are a Flexible 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) do not work on a public holiday, you will be paid your Notional Shift Hours at the Base 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.
- 24.3 If you are a Limited Roster Transport Employee and:
- (a) you do not 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 Base 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.
- 24.4 No overtime is separately payable for work on a public holiday.

### 25 Annual leave and leave loading

- 25.1 In addition to the matters set out in PART 5 - clause 30 of the Agreement, you are entitled to annual leave in accordance with this clause.
- 25.2 If you are a Store Delivery Driver, you will accrue four (4) weeks of annual leave per annum. An additional week of annual leave will be accrued by you if you are a Shift Worker, as defined in clause 5 of this Schedule.
- 25.3 If you are a Transport Employee apart from a Store Delivery Driver, you will accrue five (5) weeks of annual leave per annum. No additional week of annual leave will be accrued by you if you are a Shift Worker, as defined in clause 5 of this Schedule.

25.4 If you are a Flexible or Limited Roster Transport Employee and take annual leave you will be paid your Notional Shift Hours at the Base 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.

25.5 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:

Section Leader	\$880
Transport Operator	\$880
Transport Driver	\$880
Store Delivery Driver	\$615

- (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.

## 26 Personal leave

26.1 In addition to the matters set out in PART 5 - clause 31 of the Agreement you are entitled to Personal leave in accordance with this clause.

26.2 If you take personal leave, you will be paid your Notional Shift Hours at the Base 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.

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

## 27 Compassionate leave

27.1 In addition to the matters set out in PART 5 - clause 32 of the Agreement you are entitled to compassionate leave in accordance with this clause.

27.2 If you take compassionate leave, you will be paid your Notional Shift Hours at the Base 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.

27.3 If you are a Limited Roster Transport Employee, you may only take compassionate leave on the days you have agreed that you are available to be rostered to work.

## 28 Jury service leave

28.1 In addition to the matters set out in PART 5 - clause 34 of the Agreement, you are entitled to jury service leave in accordance with this clause.

- 28.2 If you take jury service leave, you will be paid your Notional Shift Hours at the Base 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.
- 28.3 If you are a Limited Roster Warehouse Employee, you may only take jury service leave on the days you have agreed that you are available to be rostered to work.

## SCHEDULE 5 - Regency Park Region

