

## WORKPLACE AGREEMENT STAPYLTON 2008

### 1. Title of the Agreement

This Agreement will be known as the Stapylton Agreement 2008.

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### 3. Parties to the Agreement

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

### 4. Duration of the Agreement

This Agreement will commence on the date it is lodged with the Workplace Authority. It will expire four (4) years after the date of commencement, unless terminated by agreement or replaced in accordance with the Act.

## 5. Operation of the Agreement

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

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

This will include all permanent employees including Salaried Employees, Hourly Rate Employees, Trainees and Temporary Employees, and all Casual Employees employed in these classifications.

Rates of pay and specific terms and conditions of employment for these classifications working under existing hours of work arrangements are set out in Schedules 1, 2, 3 and 4 of this Agreement. During the life of this Agreement, ALDI may engage Employees under these classifications under different hours of work and pay arrangements. For example, a classification may be offered on a Casual or Limited Roster basis, or on a Salaried or Hourly Rate basis. In these circumstances, an appropriate rate of pay will be set, taking into account the existing rates of pay for that classification, hours required to be worked, and the requirements of the Act in relation to rates of pay. These roles may be offered to Employees, and Employees accepting these roles will continue to be bound by the terms of this Agreement, and the relevant Schedule of this Agreement.

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

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

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

## 6. Business and Employee Goals

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

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

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

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

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

## **7. Responsibilities and Duties**

Employees covered by this Agreement will be required to:

- Perform all of the duties contained in the Job Description issued to them, together with other duties and responsibilities as may from time to time be reasonably assigned and communicated to the Employee;
- Follow Company policies, which relate to the Employee and the Employee's work. ALDI may provide Employees with enhanced benefits in its policies at its discretion;
- Serve ALDI and use all endeavours to promote and protect ALDI's interests to the best of the Employee's ability with honesty and integrity at all times;
- Not undertake any private trading or other employment that could result in a conflict of interest between the Employee and ALDI, or which could affect the Employee's availability or capacity for normal work.

## **8. Safety**

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

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

## **9. Licences**

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

On commencement, Transport and Distribution Employees are required to provide ALDI with the appropriate licence and details of any demerit points, fines, disqualifications or cancellations incurred over the last two (2) years.

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

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

## 10. Employment Arrangements

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

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

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

Store Managers, Assistant Store Managers and Store Management Trainees may be required to work anywhere in the Stapylton Region, and may be transferred into a Region other than the Stapylton Region. If any Employee is to be transferred permanently outside a reasonable travelling distance from the Employee's residence at ALDI's request, then reasonable relocation expenses will be provided in accordance with ALDI's relocation policy, as amended from time to time.

### Store Management Trainees

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

### Temporary Employees

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

## 11. Probationary Employment

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

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

## 12. Hours of Work

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

### Full-time Employees

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

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

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

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

### Part-time Employees

Part-time Employees may be engaged as either Salaried Employees or Hourly Rate Employees, and will receive pro rata entitlements under this Agreement, including pro rata salary payments.

On commencement of employment, Hourly Rate Part-time Employees will be advised of the minimum number of hours per calendar month they will be required to work ("Contract Hours") and the maximum number of hours per calendar month which will be paid at the Bankable Hourly rate of pay for their classification ("Maximum Hours"). Contract Hours and Maximum Hours will only be varied by agreement with the Employee and will take effect from the first full calendar month after agreement is reached.

### Bankable Hours Arrangements

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

At the end of each month, the Employee may nominate all or part of his/her hours worked in excess of their Contract Hours to be "banked" (providing that sufficient Bankable Hours were worked). Hours "banked" may be paid in subsequent months if the Employee wishes, or may be used to reduce the number of Contract Hours worked in subsequent months. Where the Employee works less than their Contract Hours, his/her "banked" hours will be used to pay the Employee the Contract Hours for the month.

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

Alternatively, the Employee may choose to have all Bankable Hours paid on a monthly basis. Overtime hours or hours which attract penalty rates cannot be "banked" from month to month and as such will be paid in full in the next month after such hours are worked.

### Limited Roster Arrangements

Part-time Employees may be engaged on a Limited Roster basis. Limited Roster Employees must be available to be rostered for at least two (2) shifts per week, with at least one (1) shift per week being a Saturday or Sunday shift. The Employee will be required to nominate the weekdays on which they are also available to be rostered at any time. The Employee may be requested by their Direct Leader to work additional shifts as Ordinary Hours on other days not nominated by the Employee, but may refuse this request. Employee engaged on a Limited Roster will receive leave and public holiday entitlements only on days on which they are usually available to be rostered.

### Casual Employees

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

Casual Employees are not entitled to paid public holidays, annual, personal/carer's, bereavement or jury service leave.

### Rostering Arrangements

Rosters will be prepared on a weekly basis in order to meet business requirements and satisfy the number of hours required to be worked by each employee during the month. Should it be necessary to vary rosters once prepared then this will be by agreement between the Direct Leader and the affected Employee/s.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Bankable Hours

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

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

#### **14. Superannuation**

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

## **15. Business Expenses**

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

## **16. Personal Presentation**

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

## **17. Public Holidays**

Public holidays will be as gazetted in the location in which the Employees work, including the public holiday gazetted for the local show day. If the local show day is not a gazetted public holiday then the Employee will be granted an extra day's leave on their birthday, which will be treated as a public holiday for the Employee.

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

## **18. General Leave Entitlements**

Employees will be entitled to all leave entitlements in accordance with the Australian Fair Pay and Conditions Standard set out in the Act, as a minimum.

## **19. Annual Leave**

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

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

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

Annual leave and any time off resulting from "banked" hours may be taken only with the agreement of ALDI, taking into account business requirements.

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

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

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

After 12 months' continuous service, a maximum amount of this leave as set out in Schedules 1, 2, 3 and 4 may be taken each year to care for a member of the Employee's Immediate Family, where such care is necessary and the Employee is responsible for the care of the other person.

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

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

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

#### **21. Bereavement Leave**

A maximum of three (3) days' paid leave will be granted to all non-Casual Employees (on production of satisfactory evidence) on each occasion of the death of a member of the Employee's Immediate Family.

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

#### **22. Long Service Leave**

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

#### **23. Parental Leave**

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

#### **24. Jury Service Leave**

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

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

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

#### **25. Medical Examinations**

The Employee will be required to submit to a medical examination (including testing for alcohol and other drugs) by a medical practitioner nominated by ALDI upon being requested to do so. The medical examination will be related to aspects of the Employee's health relevant to their employment. The Employee will be required to provide written authority to the nominated medical practitioner authorising them to provide a confidential report about the results of the medical examination and discuss these results with ALDI management.

## **26. Termination of Employment**

Except in the case of Employees serving a probationary period, or Casual Employees, Employees and ALDI are required to give one (1) month's notice of termination of employment, or ALDI may pay the Employee in lieu of notice. Where the Employee is over 45 years of age and has greater than two (2) years' service, an additional week's notice of termination will be provided by ALDI, or payment made in lieu thereof.

During any fixed term period of employment, Employees and ALDI are required to give one (1) month's notice of termination of employment, or ALDI may pay the Employee in lieu of notice. At the end of the fixed term period, ALDI may at its complete discretion offer further employment to the Employee in a position selected by ALDI, but is under no obligation to do so. No notice of termination is required to be provided at the end of the fixed term period.

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

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

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

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

The Employee authorises ALDI to deduct from the Employee's final or termination payment any amounts owed to ALDI due to overpayments, advance payments of salary or wages, advance payment of annual or long service leave or minus Banked Hours. These payments may be deducted from payments made in lieu of notice, payment for work performed up to the date of termination (including overtime and Bankable Hours where applicable) and from payments for accrued annual and long service leave. ALDI will provide a detailed breakdown of the amounts deducted and paid.

## **27. Redundancy**

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

In the event of redundancy, ALDI will firstly make all reasonable efforts to place the Employee in another suitable position within ALDI operations. Where ALDI obtains acceptable alternative employment for the Employee, whether with ALDI or another employer, then the provisions of this clause will not apply.

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

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

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

- Paid leave of up to two (2) days for the Employee to attend job interviews, provided satisfactory evidence is provided if required by ALDI;
- Training in preparation for job seeking and interviews;
- Financial planning advice;
- Support counselling for the Employee;
- Contact with other employers and employment groups for the purpose of the Employee obtaining alternative employment.

## **28. Confidentiality**

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

## **29. Resolution of Disputes**

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

- At all times work will continue as normal, unless there is an imminent risk to the Employee's health and safety.
- All issues in dispute should be resolved as far as possible between the Employee and the Direct Leader.
- If the dispute is not resolved between the Employee and Direct Leader, the parties will arrange for a meeting involving the Personnel Leader to resolve the matter.
- If the Employee is dissatisfied with the outcome of discussions with the Personnel Leader, they have the right to appeal to the next level of Management to review the decision.

- If the Employee is dissatisfied with the outcome of discussions with this next level of Management, they have the right to appeal to the Managing Director to review the decision.
- Resolution of the dispute will be by discussion, and consideration of business needs will be encouraged at all times.
- A fellow employee may accompany the Employee in any discussions with management concerning any dispute.

## Definitions

**The Act** means the Workplace Relations Act 1996 (Cth).

**Australian Fair Pay and Conditions Standard** means the Australian Fair Pay and Conditions Standards set out in Part 7, Division 1 of the Workplace Relations Act 1996 (Cth).

**Average Hours** means hours which are calculated based on the previous 12 months' service, or the duration of the Employee's employment, whichever is the shorter. Contributing hours for Average Hours calculations are all hours actually worked, hours on authorised paid leave, hours worked as overtime and hours worked on public holidays. Overtime hours and hours worked on public holidays are counted as actual hours worked, rather than penalty hours as paid under this Agreement.

**Bankable Hours** means those hours worked in a month which are in excess of the Contract Hours, and which do not attract overtime or penalty rates.

**Casual Employee** means an employee engaged in a casual capacity and paid at an hourly rate.

**Contract Hours** means hours that are set by agreement between ALDI and each Employee. Contributing hours for Contract Hours calculations are all hours actually worked, hours on authorised paid leave and unpaid leave, hours worked as overtime and on public holidays. Overtime hours and hours worked on public holidays are counted as actual hours worked, rather than penalty hours as paid under this Agreement.

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

**Hourly-Rate Employee** means an Employee who is engaged by ALDI on an hourly rate of pay and not an annual salary.

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

**Stapylton Region** means ALDI's operations which are nominated by ALDI from time to time as falling within the Stapylton Region.

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

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

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

**Salaried Employee** means a permanent employee who is paid an annual salary and not an hourly rate of pay.

**Temporary Employee** means a person engaged on a temporary basis either on a full-time or part-time basis.

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

**Week** means Monday to Sunday.

## SCHEDULE 1 – Salaried Store Employees

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

### Part A – Hours of Work and Overtime

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

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

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

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

### Part B – Remuneration

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

#### B1. Store Manager

##### B1.1. Salary

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

##### Rates Prior to being allocated a Store to Manage

Annual Salary (50 hours per week)	\$61,600
Annual Salary (40 hours per week)	\$49,280

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

### Takeover of own store

	On Takeover of own store	Year2	Year3	Year4
Annual Base Salary (50 hours per week)	\$45,850	\$50,450	\$55,100	\$59,750
Annual Base Salary (40 hours per week)	\$36,680	\$40,360	\$44,080	\$47,800

Plus any Business Review Payment payable.

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

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

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

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

The Business Review Payment for Store Managers, upon takeover of a Store, is made up of a Productivity Bonus and a Sales Bonus. Calculations for each of these bonuses are based on Employees engaged to work an average of 50 hours per week.

#### Productivity Bonus

Calculated as:

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

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

#### Sales Bonus

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

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

For example:

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

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

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

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

Employees acknowledge that the Business Review Payment is subject to the complete discretion of ALDI.

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

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

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

## **B2. Assistant Store Manager**

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

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

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

Annual Salary (50 hours per week)	\$49,450
Annual Salary (40 hours per week)	\$39,560

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

#### Rates Payable from being placed at a home store

	<b>On Placement</b>	<b>Year 2</b>
Annual Base Salary (50 hours per week)	\$44,900	\$48,400
Annual Base Salary (40 hours per week)	\$35,920	\$38,720

Plus any Business Review Payment payable.

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

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

### **B2.2. Business Review Payment**

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

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

#### Productivity Bonus

Calculated as:

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

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

#### Sales Bonus

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

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

For example:

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

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

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

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

Employees acknowledge that the Business Review Payment is subject to the complete discretion of ALDI.

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

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

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

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

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

	Year 1	Year 2	Year 3
Annual Salary	\$37,100	\$39,650	\$42,250

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

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

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

#### Public Holiday Payment Arrangements

If a Salaried Store Employee works on a public holiday, then the Employee will be granted an additional day of paid leave in lieu of the public holiday.

#### Annual Leave Entitlements

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

A nominal 38 hour week will be used to calculate all leave accrued and taken.

#### Personal/Carer's Leave Entitlements

The Employee will continue to be paid when the Employee is absent due to genuine illness or injury, for a maximum of two (2) weeks (10 days) in each year of service. Untaken leave accumulates from year to year. Any Business Review Payment payable will continue to be paid during periods of paid personal/carers' leave.

A nominal 38 hour week will be used to calculate all leave accrued and taken.

After 12 months' continuous service, a maximum of 10 days of this leave may be taken each year to care for a member of the Employee's Immediate Family, where such care is necessary and the Employee is responsible for the care of the other person.

#### Bereavement and Compassionate Leave

Bereavement and Compassionate Leave will be paid calculated on the Employee's base salary.

A nominal 38 hour week will be used to calculate all leave accrued and taken.

#### Jury Service Leave

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

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

This Schedule applies to all Store Employees engaged on an hourly rate basis (“Hourly Rate Store Employee”). At the time of commencement of this Agreement, this Schedule applied to Store Assistants, Store Caretakers and Stock Replenishers whose rates of pay are set out in this Schedule. The rates of pay and hours of work for Casual Employees are detailed in this Schedule, however Casual Employees have no entitlements to paid leave or lump sum payments in lieu of annual leave loading.

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

#### Ordinary Hours

Ordinary Hours may be worked within the following span:

6.00am – 11.00pm Monday to Friday

6.00am – 8.00pm Saturday

7.00am – 7.00pm Sunday

#### Work Breaks

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

Work breaks will be:

Shifts of up to 4 hours’ duration	1 x 15 minute paid break
Shifts of between 4 to 6 hours’ duration	1 x 20 minute paid break
Shifts of more than 6 hours’ duration	2 x 15 minute paid breaks plus 1 x 30 minute unpaid break

#### Overtime

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

(i) in excess of:

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

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

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

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

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

(i) in excess of:

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

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

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

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

#### Limited Roster Employees

Limited Roster Employees must be available to be rostered for at least two (2) shifts per week, with at least one (1) shift per week being a Saturday or Sunday shift. The Employee will be required to nominate the weekdays on which they are also available to be rostered at any time. The Employee may be requested by the Store Manager to work additional shifts as Ordinary Hours on other days not nominated by the Employee, but may refuse this request.

#### **Part B – Remuneration**

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

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

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

#### Remuneration

##### **Store Assistant working any 5 out of 7 days**

	16 years and Under	17 years	18 and over (adult rate) Year 1	18 and over (adult rate) Year 2	18 and over (adult rate) Year 3
Rate per Hour	70% of adult rate	80% of adult rate	\$19.40	\$19.85	\$20.30

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

### **Store Assistant working a Limited Roster**

	16 years and Under	17 years	18 and over (adult rate)
Rate per hour	70% of adult rate	80% of adult rate	\$18.45

### **Stock Replenisher**

	16 years and Under	17 years	18 and over (adult rate)
Rate per hour	70% of adult rate	80% of adult rate	\$19.70

### **Casual Stock Replenisher**

	16 years and Under	17 years	18 and over (adult rate)
Rate per hour	70% of adult rate	80% of adult rate	\$21.00

### **Store Caretaker**

Rate per Hour	\$17.00
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Junior Employees will progress to the next pay rate in the next full month after their birthday.

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

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

### Deputy Store Managers

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

Deputy Allowance (Rate per Hour)	\$8.00
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## **Part C – Leave and Holiday Entitlements**

### Public Holidays

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

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

### Annual Leave Entitlements and Payment

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

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

	Maximum Lump Sum Payment
Store Assistant	\$551
Store Caretaker	\$426
Stock Replenisher	\$551

### Personal/Carer's Leave

All non-Casual Hourly Rate Store Employees will continue to be paid when absent due to genuine illness or injury, for a maximum of 76 hours per year of service, calculated based on Ordinary Time Hours per month. Untaken leave accumulates from year to year. Payment for Personal/Carer's leave will be at the hourly rate in Part B for the Employee's Average Hours calculated over the previous 12 months.

After 12 months' continuous service, a maximum of 76 hours of this leave may be taken each year to care for a member of the Employee's Immediate Family, where such care is necessary and the Employee is responsible for the care of the other person.

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

### Bereavement and Compassionate Leave

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

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

### Jury Service Leave

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

### **SCHEDULE 3 – Warehouse Employees**

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

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

##### Hours of Work

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

Hourly Rate Warehouse Employees may be required to work at any time on any day in a Week from Monday to Sunday. Their hours of work will be averaged over a monthly period.

Salaried Warehouse Employees will be required to work any 5 out of 7 days in a week Monday to Sunday, and will be expected to work such hours as are necessary to meet the needs of the position, including work on Saturdays, Sundays and Public Holidays as needed. To complete the requirements of their role, it is expected that Salaried Warehouse Employees will work 38 ordinary hours plus an average number of additional hours per week as agreed with each Employee on commencement of employment. This agreed number of additional hours cannot be varied, except by agreement between ALDI and the Employee.

Salaried Warehouse Employees' salary as prescribed in Part B of this Schedule, and separately advised to each Employee, is for all time worked, including on Saturdays, Sundays and Public Holidays. Salaried Warehouse Employees will not be entitled to any additional payments (such as allowances, shift loadings or penalty rates) for work performed on these days, or for hours worked in a Week in excess of the total hours agreed to be worked by the Employee, or, where applicable, for callouts for which the Employee is required to be available.

##### Work Breaks

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

Work breaks will be:

Shifts of up to 6 hours' duration	1 x 20 minute paid break
Shifts of more than 6 hours' duration	1 x 20 minute paid break plus 1 x 30 minute unpaid break

##### Overtime

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

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

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

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

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

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

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

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

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

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

**Part B – Remuneration**

Hourly Rate Warehouse Employees

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

Rate per Hour	Year 1	Year 2
Monday to Friday (5.00am - 6.00pm)	\$21.80	\$22.30

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

**Shift Loadings**

Rate per Hour Monday to Friday (6.00pm - 12.00am)	\$25.30
Rate per Hour Monday to Friday (12.00am - 5.00am)	\$26.50

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

Rate per Hour	Year 1	Year 2	Year 3	Year 4
Monday to Friday (5.00am-6.00pm)	\$22.45	\$22.95	\$23.50	\$25.40

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

**Shift Loadings**

Rate per Hour Monday to Friday (6.00pm - 12.00am)	\$26.10
Rate per Hour Monday to Friday (12.00am - 5.00am)	\$26.65

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

Rate per Hour Monday to Friday (5.00am - 6.00pm)	\$20.65
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**Shift Loadings**

Rate per Hour Monday to Friday (6.00pm - 12.00am)	\$23.00
Rate per Hour Monday to Friday (12.00am - 5.00am)	\$25.00

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

### **Additional Allowances**

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

Freezer Allowance (Rate per Hour)	\$1.40
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Employees may be invited to work as a Section Leader within the Distribution Centre. If this occurs, the Employee will be trained in Section Leader procedures and will be paid an additional allowance for each hour worked as a Section Leader. This Allowance will be paid in the month after these hours have been worked.

Section Leader Allowance (Rate per Hour)	\$2.70
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### **Weekend Shift Loadings**

Calculated based on Bankable Hourly Rate

Shift loading all Saturday	+ 25%
Shift loading all Sunday	+75%

### **Penalty Rates**

Calculated based on Bankable Hourly Rate

Penalty Rate – Public Holidays	+100%
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Superannuation will be calculated in accordance with the requirements of Superannuation Legislation, and will include all allowances and shift loadings.

### Salaried Warehouse Employees

#### **Maintenance Engineer**

Annual Salary	\$70,100
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Plus superannuation calculated in accordance with the requirements of Superannuation Legislation.

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

### Public Holidays

Where an Hourly Rate Warehouse Employee is required to work on a public holiday they will be paid in accordance with part B.

If Hourly Rate Warehouse Employees are not required to work on a public holiday, the Employee will receive payment of the Bankable Hourly Rate in Part B, plus any Freezer and Section Leader allowances normally paid, for the Employee's Average Hours calculated over the previous 12 months.

If Salaried Warehouse Employees are required to work on a public holiday, then the Employee will be granted an additional day of paid leave in lieu of the public holiday.

### Annual Leave Entitlements and Payment

Annual leave will accrue for Hourly Rate Warehouse Employees at the rate of four (4) weeks' paid leave per annum, calculated based on Ordinary Time Hours per month. Payment for each day of annual leave will be at the Bankable Hourly Rate set out in Part B for the Employee plus any Freezer and Section Leader allowances normally paid, for the Employee's Average Hours, calculated over the previous 12 months.

Annual leave will accrue for Salaried Employees at the rate of five (5) weeks' paid leave per annum and will be paid on the Employee's salary. An annual leave loading is included in the salary as detailed in Part B.

A nominal 38 hour week will be used to calculate all leave accrued and taken by Salaried Employees.

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

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

### Personal/Carer's Leave

#### (i) Hourly Rate Warehouse Employees

Hourly Rate Warehouse Employees will continue to be paid when the Employee is absent due to genuine illness or injury, for a maximum of 76 hours per year of service, calculated based on Ordinary Time Hours per month. Untaken leave accumulates from year to year.

Payment for each day of Personal/Carer's leave will be at the applicable hourly rate at the time leave is taken, and will be for the rostered number of hours the Employee would otherwise have worked, excluding entitled unpaid breaks, to a maximum of nine (9) hours per shift.

After 12 months' continuous service, a maximum of 76 hours of this leave may be taken each year to care for a member of the Employee's Immediate Family, where such care is necessary and the Employee is responsible for the care of the other person.

(ii) Salaried Warehouse Employees

Salaried Warehouse Employees will continue to be paid when the Employee is absent due to genuine illness or injury, for a maximum of two (2) weeks (10 days) in each year of service. Untaken leave accumulates from year to year.

A nominal 38 hour week will be used to calculate all leave accrued and taken by Salaried Warehouse Employees.

After 12 months' continuous service, a maximum of 10 days of this leave may be taken each year to care for a member of the Employee's Immediate Family, where such care is necessary and the Employee is responsible for the care of the other person.

Bereavement and Compassionate Leave

Payment for Hourly Rate Warehouse Employees will be calculated for each day of bereavement and compassionate leave based on the applicable hourly rate at the time leave is taken and will be for the rostered number of hours the Employee would otherwise have worked, excluding entitled unpaid breaks, to a maximum of nine (9) hours per shift.

A nominal 38 hour week will be used to calculate all bereavement and compassionate leave taken by Salaried Warehouse Employees.

Jury Service Leave

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

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

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

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

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

#### Hours of Work

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

#### Work Breaks

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

Work breaks will be:

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

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

#### Overtime

All work performed in excess of:

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

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

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

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

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

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

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

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

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

**Part B – Remuneration**

Hourly Rate Employees

**Transport Operator – Bankable Hourly Rate**

Rate per Hour	Year 1	Year 2
Monday to Friday (5.00am – 6.00pm)	\$20.50	\$21.00

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

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

**Additional Allowances**

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

B-Double Allowance (Rate per Hour)	\$1.00
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Employees may be invited to work as a Section Leader within the Transport and Distribution Function. If this occurs, the Employee will be trained in Section Leader procedures and will be paid an additional allowance for each hour worked as a Section Leader. This Allowance will be paid in the month after these hours have been worked.

Section Leader Allowance (Rate per Hour)	\$2.70
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**Shift Loadings**

Calculated based on Bankable Hourly Rate

Shift Loading - Monday to Friday (6.00pm – 12.00am)	+12.5%
Shift Loading - Monday to Friday (12.00am – 5.00am)	+25%
Shift Loading - all Saturday	+25%
Shift Loading - all Sunday	+75%

**Penalty Rates**

Calculated based on Bankable Hourly Rate

Penalty Rate - Public Holidays	+100%
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Superannuation will be calculated in accordance with the requirements of Superannuation Legislation, and will include all allowances and shift loadings.

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

### Public Holidays

Where an Hourly Rate Transport and Distribution Employee is required to work on a public holiday they will be paid in accordance with Part B.

If an Employee is not required to work on a public holiday, the Employee will receive payment of the Bankable Hourly Rate in Part B, plus any Section Leader allowance and B-Double allowance normally paid, for the Employee's Average Hours calculated over the previous 12 months.

### Annual Leave Entitlements and Payment

Annual leave will accrue for Employees at the rate of five (5) weeks' paid leave per annum, calculated based on Ordinary Time Hours per month. Payment for each day of annual leave will be at the Bankable Hourly Rate set out in Part B for the Employee plus Section Leader allowance and B-Double allowance normally paid, for the Employee's Average Hours, calculated over the previous 12 months.

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

	Maximum Lump Sum Payment
Transport Operator	\$600

### Personal/Carer's Leave

Employees' wages will continue to be paid when the Employee is absent due to genuine illness or injury, for a maximum of 100 hours per year of service, calculated based on Ordinary Time Hours per month. Untaken leave accumulates from year to year.

Payment for each day of Personal/Carer's leave will be at the applicable hourly rate at the time leave is taken, and will be for the rostered number of hours the Employee would otherwise have worked, excluding entitled unpaid breaks, to a maximum of 10 hours per shift.

After 12 months' continuous service, a maximum of 100 hours of this leave may be taken each year to care for a member of the Employee's immediate family, where such care is necessary and the Employee is responsible for the care of the other person.

### Bereavement and Compassionate Leave

Payment for each day of bereavement and compassionate leave will be at the applicable hourly rate at the time leave is taken, and will be for the rostered number of hours the Employee would otherwise have worked, excluding entitled unpaid breaks, to a maximum of 10 hours per shift.

### Jury Service Leave

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