



AMERICOLD VICTORIA MAINTENANCE ENTERPRISE AGREEMENT 2022

ARRANGEMENT Subject Matter	Clause	Page
PART 1 - INTRODUCTION		
Title	1.1	4
Definitions	1.2	4
Term and Operation of Agreement	1.3	5
Parties Bound	1.4	6
Agreement Coverage	1.5	6
Employee Access to Copy of the Agreement	1.6	6
Agreement Flexibility Clause	1.7	6
Renegotiation of this Agreement	1.8	7
PART 2 - CONTRACT OF EMPLOYMENT		
Letter of Appointment	2.1	8
Termination of Employment	2.2	8
Redundancy	2.3	10
Job Rotation	2.4	11
Counselling and warning Procedures	2.5	11
Abandonment Of Employment	2.6	12
PART 3 - JOB LEVELS AND WAGES		
Job Levels	3.1	14
Wages	3.2	15
Allowances	3.3	16
Payment of Wages	3.4	17
Superannuation	3.5	17
Salary Sacrificing Superannuation	3.6	17
PART 4 - HOURS OF WORK, REASONABLE ADDITIONAL HOURS, ROSTERS, AND BREAKS		
Hours of Work	4.1	19
Overtime	4.2	19
Rosters	4.3	20
Meal Breaks	4.4	20
Rest Pauses	4.5	20
Time Off In Lieu And Make Up Time	4.6	21
PART 5 - LEAVE AND PUBLIC HOLIDAYS		
Annual Leave	5.1	22
Personal/Carer's Leave, Compassionate Leave and Family and Domestic Violence Leave	5.2	23
Long Service Leave	5.3	26
Parental Leave	5.4	26
Jury Service Leave	5.5	26
Community Service Leave	5.6	27
Public Holidays	5.7	27
Restriction on Accruing Leave while Receiving Workers' Compensation	5.8	28
Accident Pay	5.9	28
PART 6 – UNION MATTERS		
Representation	6.1	29
Union Delegates	6.2	29

PART 7 - MISCELLANEOUS

Miscellaneous	7.1	30
Dispute Resolution	7.2	30
Anti – Discrimination	7.3	31
Employee Confidentiality	7.4	31
Drug and Alcohol Policy	7.5	31
Stand down	7.6	31
No Further Claims	7.7	32
Consultative Term	Appendix 1	

PART 1 - INTRODUCTION

1.1 TITLE

This Agreement will be referred to as the Americold Victoria Maintenance Enterprise Agreement 2022.

1.2 DEFINITIONS

"A close relative" of the employee is a person who:

- (a) is a member of the employee's immediate family; or
- (b) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

"Acceptable employment" means the offer of employment from the new Employer is on terms and conditions substantially similar to (including skills that will be utilised), and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with the Employer immediately before the termination and the new Employer recognises the Employee's service with the Employer.

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

"Agreement" means **Americold Victoria Maintenance Enterprise Agreement 2022**.

"AMWU" means the Automotive Food Metals Engineering Printing & Kindred Industries Union.

"Award" means the Manufacturing and Associated Industries and Occupations Award 2020.

"Base rate of pay" means the rate of pay payable to the employee for their ordinary hours of work, but not including incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates or any other separately identifiable amounts as set out in clause 3.2 (Wages) in this Agreement.

"Classification" means the classification at clause 3.1 of this Agreement.

"Continuous Service" means continuous service as defined in section 22 of the Act.

"Continuous Shift Employee" means an Employee rostered by the Employer to work a rotating roster over twenty four (24) hours a day seven (7) days a week.

"Day" means for full-time Employees 7.6 hours or for a continuous shift employee 12 hours in accordance with the Employees normal rostered hours and for part-time Employee it means the average number of daily hours over the period of their employment.

"Employer" means Americold Logistics Limited (ACN 004 902 998) trading as Americold Logistics Victoria.

"Employee" means an Employee of the Employer who is classified under this Agreement working at 73-87 Boundary Road, Laverton North, Victoria, 3026.

"Family and domestic violence" is violent, threatening or other abusive behaviour by a close relative of an employee that:

- (a) seeks to coerce or control the employee; and
- (b) causes the employee harm or to be fearful.

"Full rate of pay" means the rate of pay payable to the Employee, including incentive-based payments and bonuses, loadings, monetary allowance, overtime or penalty rates, and any other separately

identifiable amounts.

"FWC" shall mean the Fair Work Commission.

"Immediate member of family or household" means the following members of an Employee's immediate family:

- (a) a spouse, child (including a de facto partner child (i.e. a step child), foster child, child who is the subject of permanent care order, or adoptive child), parent, grandparent, grandchild, sibling of the Employee; and
- (b) a child (including a de facto partner child (i.e. a step child), foster child, child who is the subject of permanent care order, or adoptive child), parent, grandparent, grandchild or sibling of a spouse of the Employee.

"Ordinary hours of work" means the relevant hours of work set out in clause 4.1 of this Agreement.

"Parties" means the Employer, the Employees and the AMWU.

"Peak Trading Period" means any period where the Employer is required by contract to warehouse and distribute customers goods at larger than average volumes.

"Public Holiday" means each of these days:

- (a) New Years Day – 1 January, Australia Day – 26 January, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, ANZAC Day – 25 April, Christmas Day – 25 December, Boxing Day – 26 December, Queens Birthday, Labour Day; and
- (b) Any other day declared by or under a law of a State or Territory, or a region of that State or Territory as a public holiday other than:
 - i. a day declared in substitution for a day named in paragraph (a).

"Spouse" means a spouse, former spouse, a de facto spouse, or a former de facto spouse.

1.3 TERM AND OPERATION OF AGREEMENT

1.3.1 Operative Date

This Agreement comes into operation seven (7) days after approval by the FWC.

1.3.2 Term of the Agreement

The nominal expiry date of the Agreement is 30 September 2024.

1.3.3 Relationship to Modern Award

It is the intention of the parties to this Agreement will replace all terms and conditions of the Award and any applicable Awards, Industrial Agreement or Industrial Instrument.

1.3.4 Relationship to National Employment Standards

The entitlements in this Agreement are intended to be applied in satisfaction of, and not in addition to, any entitlements Employees may have under the National Employment Standards ("NES"). The Agreement is read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.3.5 Monetary Obligations

The amounts payable under this Agreement are intended to satisfy all entitlements that an Employee may

have under any applicable award, industrial agreement or law, including in respect of any overtime, allowances, shift penalties, public holidays penalties, annual leave loading and any other allowances and benefits, and any payments paid to the Employee may be absorbed or used to off-set against any monetary obligation imposed on the Employer by any applicable award, this Agreement or the National Employment Standards or the FW Act.

1.4 PARTIES BOUND

This Agreement is binding on:

- (a) Americold Logistics Limited at 73-87 Boundary Road, Laverton North, Victoria, 3026; and
- (b) All Employees classified under this Agreement working at 73-87 Boundary Road, Laverton North, Victoria, 3026; and
- (c) AMWU.

1.5 AGREEMENT COVERAGE

This Agreement will apply to the Employer and Employees classified under this Agreement performing work at 73-87 Boundary Road, Laverton North, Victoria, 3026.

1.6 EMPLOYEE ACCESS TO COPY OF THE AGREEMENT

The Employee will, on request, be provided with a copy of the Agreement by the Employer. A copy of the Agreement will be kept at the premises of the Employer and a copy is freely available on www.fwc.gov.au (the Fair Work Commission website).

1.7 AGREEMENT FLEXIBILITY CLAUSE

1.7.1 Individual Flexibility Arrangement

The Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement if:

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

1.7.2 The Employer's obligations in relation to an Individual Flexibility Arrangement

The Employer must ensure that the terms of the individual flexibility arrangement:

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

1.7.3 Requirements for making an Individual Flexibility Arrangement

The Employer must ensure that the individual flexibility arrangement:

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

1.7.4 The Employee is entitled to a copy of the Individual Flexibility Arrangement

The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.7.5 Termination of Individual Flexibility Arrangement

The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

1.8 RENEGOTIATION OF THIS AGREEMENT

The parties agree that three (3) months prior to the nominal expiry date of this Agreement they will commence negotiations for a replacement enterprise agreement.

PART 2 - CONTRACT OF EMPLOYMENT

2.1 LETTER OF APPOINTMENT

2.1.1 The Employer will give all Employees on engagement a letter setting out the following:

- (a) Employment Category (full-time or part-time);
- (b) Classification;
- (c) Rate of Pay (full-time or part-time); and
- (d) The Employee's probationary period.

2.1.2 Period of Probation

A new Employee will be subject to a probationary period of six (6) months.

2.2 TERMINATION OF EMPLOYMENT

2.2.1 Notice on termination by the Employer

Subject to clause 2.2.3, the amount of notice, or compensation instead of notice, for a full-time or part-time Employee (casual employees are not entitled to notice) is based upon the Employee's length of continuous service with the Employer and their age. The following periods of notice apply:

Length of Employee's Continuous Service with the Employer at the end of the notice period	Employee under 45	Employee 45 and over
Less than 1 year	1 week	1 week
1 year but less than 2 years	2 weeks	2 weeks
2 years but less than 3 years	2 weeks	3 weeks
3 years but less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

2.2.2 Paying out the Notice Period

The Employer may make payment in lieu of the above notice to an Employee or may consent to an Employee working out part of the notice period and making a payment for the remainder of the notice period. If the Employer pays the Employee in lieu of notice then the Employee must be paid at least the amount the Employer would have been liable to pay the employee at the Employee's full rate of pay for the hours they would have worked had the employment continued until the end of the period of notice.

2.2.3 When the Employer is not required to provide notice of termination

The period of notice in clause 2.2.1 (Weekly Rates of Pay) of this Agreement will not apply in the case of:

- (a) Employees serving a period of probation;
- (b) termination for reasons that are serious misconduct;
- (c) casual Employees;
- (d) an Employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement; and

- (e) Employees engaged for a specified period or task.

2.2.4 Serious Misconduct

Depending on the circumstances the term serious misconduct includes but is not limited to (Please note that a serious misconduct can only be determined after a complete examination of the particular circumstances concerning an employee's conduct):

- failure to follow a reasonable and lawful direction
- theft
- unauthorised removal or wilful destruction of the Employer's property
- fraud or attempted fraud against Employer for example falsification of a timesheet
- working under the influence of alcohol and/or illegal substances or intoxicants
- possession, consumption, use, or sale of illegal substance or intoxicants at the workplace
- fighting at the workplace (i.e. assault)
- deliberate acts of negligence
- conduct that causes serious and imminent risk to the health or safety of a person.
- conduct that causes serious and imminent risk to the reputation, viability or profitability of the Employer's business
- a serious breach of the Employer's policy or procedures
- all forms of discrimination, harassment, sexual harassment and bullying

2.2.5 Notice of Termination by an Employee

A full-time or part-time Employee is required to give the Employer the same notice of their termination of employment as set in clause 2.2.1 (Notice on termination by the Employer) of this Agreement or such lesser period as mutually agreed between the parties. Provided that there is no requirement for an Employee to give additional notice based on their age. A casual Employee is required to give Employer at least 1 day's notice of their intention to resign unless otherwise mutually agreed. The Employer may waive the notice period that the Employee is required to provide.

2.2.6 Payment for Notice

The Employer will only pay for the remainder of the notice not worked if the Employee is available to work and has not been terminated for serious misconduct or has agreed to work out a shorter notice period.

2.2.7 Authorised Deduction by the Employer for any notice not worked

If an Employee fails to give the notice required on resignation or to work out the notice then the Employee authorises the Employer to deduct from any unpaid wages due to them an amount equivalent to notice period or the period of notice not worked.

2.2.8 Statement of Service

The Employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his/her employment and the classification of, or the type of work performed by the employee.

2.4 REDUNDANCY

2.4.1 Definition and Types of Redundancy

Redundancy occurs when the Employer decides that it no longer requires that the job a full-time/part-time Employee is performing is not to be performed by anyone and this is not due to the ordinary and customary turnover of labour.

2.4.2 Time Off During Notice Period

An Employee whose job is redundant will be entitled to one (1) day off per week at their base rate of pay to seek alternative employment. This time off will not apply where internal redeployment is offered. The Employer may require the Employee to produce proof of attendance at a job interview. Where the Employee fails to produce evidence then they will not be paid for the time they were absent.

2.4.3 Voluntary Redundancy

Where an Employee applies for voluntary redundancy the Employer has the sole discretion in determining whether the Employee's application is approved.

2.4.4 Forced Redundancy

Where forced redundancies occur the Employer has the sole discretion in determining whether an Employee is selected and made redundant.

2.4.5 Entitlement to Redundancy

On termination (where the Employee ceases to work for the Employer) an Employee made redundant by the Employer shall be entitled to the benefit in accordance with the Americold Redundancy – Australia Policy (Document number NATPOL- HR-032dated 1/10/2017) except:

- (a) That the Employer will pay four (4) weeks' redundancy pay to an Employee forcible made redundant who has more than one (1) years continuous service but less than two (2) years continuous service.

2.4.6 Definition of Weeks Pay

For the purposes of this clause (2.4 Redundancy) a "Week's Pay" means the Employee's base rate of pay at the date of termination.

2.4.7 Where an Employee is not entitled to Redundancy Benefits

An Employee who is retrenched is not entitled to any redundancy benefits if the Employee has:

- (a) unreasonably refused acceptable alternative employment offered by the Employer (please note that clause 2.4.8 applies); or
- (b) been transferred in employment to a new Employer into acceptable employment, subject to section 122 of the Act; or
- (c) is a casual Employee or is an Employee engaged for a specific task or period; or
- (d) agreed to perform work and or does work in another role as an Employee of the Employer after the Employee's original role is declared redundant; or
- (e) terminates employment during the Redundancy Notice Period without the Employer's prior approval, unless the approval is unreasonably withheld. Provided that the Employer shall allow the Employee to terminate their employment through the notice period where the Employee provides adequate proof of an alternative engagement that commences prior to the end of the employee's notice period without loss of their redundancy pay; or
- (f) the situations described in clauses 2.4.3 or 2.4.8 or 2.4.9 apply.

2.4.8 Variation of redundancy pay for other employment or incapacity to pay

If an Employee is entitled to be paid an amount of redundancy pay by the Employer and the Employer:

- (a) obtains other acceptable employment for the Employee; or
- (b) cannot pay,

the Employer may apply to the FWC for a determination that the amount of redundancy pay is reduced to a specified amount that FWC considers appropriate.

2.4.9 Transmission of business

An employee is not entitled to any redundancy benefits where there is a transfer of business from the Employer (the old employer) to another employer (the new employer) in any of the following circumstances:

- (a) Where the transferring employee accepts acceptable employment with the new employer; or
- (b) Where the employee rejects an offer of acceptable employment with the new employer.

In this clause, transfer of business, old employer and new employer are defined in accordance with section 311 of the Act.

2.5 JOB ROTATION

2.5.1 Employer relocate an Employee to a new location

The Employer may rotate an Employee from one location to another provided that the transfer is reasonable taking into account the Employee's personal needs and circumstances. The Employer will not forcibly permanently relocate an Employee to any other site.

2.5.2 Employer may require an Employee to perform alternate job

The Employer may direct an employee to carry out such duties and use such tools and equipment as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.

2.5.3 Employer may require an Employee work shifts

The Employer may require an Employee to work shift work in accordance with clause 4.1.3 (Hours of Work –Continuous Shift Employees) of this Agreement. The Employer may require an Employee to work rotating shifts. The Employer may require an Employee to permanently work an static shift. The Employer may change an Employee's shift pattern.

2.5.4 Employer relocating Distribution Centre to a new location

Where the Employer permanently relocates the business from one location to another then an Employee will be required to transfer to the business' new location provided that the transfer is reasonable taking into account the Employee's personal needs and circumstances, any extra travelling time and or expense, the employee's family responsibilities, any demonstrated hardship on the employee and the operational requirements of the business. The Employer will provide the Employee with four (4) weeks' notice of the relocation.

2.6 COUNSELLING AND WARNING PROCEDURES

2.6.1 Disciplinary Procedure – Misconduct, Poor Performance, etc (excluding Summary Dismissal)

The following Counselling and Warning Procedures will apply to all Employees covered by this Agreement:

Verbal Warning/Counselling

If the Employees' conduct, capacity or performance does not meet the Employer's standard the Employee may, depending on the circumstances, be formally counselled and warned. A record of this counselling or warning will be noted and a copy will be provided to the Employee on request. Where appropriate Americold will offer the employee re-training or other agreed assistance to meet the company's standards.

First Written Warning

If the Employer considers that the Employee's conduct, capacity or performance has been unsatisfactory and has not met the Employer's standards a written warning may be issued to the Employee

Final Written Warning

If after the second written warning has been issued and the Employee continues or has other unsatisfactory conduct, capacity or performance issue/s that do not meet the Employer's standard or if the Employees conduct has been sufficiently serious a final written warning may be issued to the Employee. , Provided that the Employer issued a First and Final warning with the consent of the Employee.

Termination

If after the Employee has been issued with a final written warning and the Employee's conduct, capacity or performance continues not to meet the Employees position expectations, the Employers Policy and Procedures, standards as contained in the Employee Handbook or their contractual obligations to the Employer then the Employees' employment may, depending on the circumstances, be terminated.

Procedural Fairness

Prior to issuing any warning the Employer will investigate the incident and then the Employer will provide the Employee an opportunity to respond to the allegation/s prior to making a final determination. The Employer will, where practical, commence the investigation into an incident within forty-eight (48) hours of the incident.

2.6.2 Disciplinary Procedure – Summary Dismissal

Where it is alleged that an Employees' conduct may warrant summary dismissal the Employer will investigate the incident. The Employer will then provide the Employee an opportunity to respond to the allegation/s prior to making a final determination. If the Employer is then satisfied that the Employee conduct was serious misconduct, then the Employer may terminate the Employees employment without notice.

2.6.3 Employer may suspend the Employee

If the Employer considers there may be grounds to terminate the Employees' employment the Employer may suspend the Employee on their full rate of pay provided that the suspended Employee and the Employer may agree to a longer period, whilst the Employer conducts an investigation into the alleged incident/s.

2.6.4 Representation/ Support Person

The Employee may, on their request, have a support person at any of the above steps or be represented by an AMWU delegate or representative.

2.6.5 Probationary Period

The Employer will not be required to follow the above procedure prior to terminating an Employee during their probationary period.

2.7 ABANDONMENT OF EMPLOYMENT

2.7.1 Abandonment

Where an Employee fails to attend work for at least consecutive three (3) consecutive rostered shifts and fails to notify the Employer of their non- attendance the Employer will contact the Employee in writing in an attempt to locate the Employee in order to establish their whereabouts and whether they wish to continue employment with the Employer.

2.7.2 Termination of Employment

Where an Employee fails to attend work for three (3) consecutive rostered shifts and has not notified the Employer of the reasons for their failure to attend it will be deemed that the Employee has abandoned their employment with the Employer. Provided that the Employer will take into account any exceptional or extreme circumstances (e.g. natural disaster or hospitalisation) if the Employee later presents to the Employer.

PART 3 - CLASSIFICATION AND WAGES

3.1 CLASSIFICATION

The job title will be:

Tradesperson

Tradesperson Team Leader

3.2 WAGES

3.2.1 Rates of Pay 2022

The minimum rates payable for the above Job Grades and Levels from the first full pay period on or after 1 September 2022:

JOB GRADE	Full-time & Part Time Employee Rate of Pay & Base Rate of Pay (Rate per Hour)	FULL-TIME/PART-TIME CONTINUOUS SHIFT EMPLOYEES PER WEEK (Rate per Hour)
TRADESPERSON	\$39.87	\$48.60
TEAM LEADER	\$54.11	N/A

3.2.2 Wage Increases

The wage increases in this clause and the allowances in clause 3.3 will increase as follows:

- (a) 4% on the first full pay period on or after 1 September 2022 (which is already included in the wage rates as prescribed by clause 3.2.1 (Rates of Pay 2022) above).
- (b) 4% on the first full pay period on or after 1 September 2023.

3.2.3 Sign on Bonus Payment

The Employer will pay each Employee employed at the making of this Agreement a bonus payment. To be clear an Employee employed after the making of this Agreement will not receive the bonus payment. The bonus payment will be as follow:

On Operation of the Agreement
\$1000.00

3.2.4 Make good clause for continuous shift employee

That the amount paid to continuous shift employee by the Employer must be more than the amount the employee would have received under the Award. The amount paid to continuous shift employee must be reviewed by the Employer:

- a. for each roster period where the employee is directed by the Employer to work hours that would attract a penalty (specifically any hours worked on a weekend or outside the spread of ordinary hours for a day worker or overtime) under the Award, provided that the employer is not required to recalculate those hours for each roster cycle after the original calculation has been made and where those hours are the same each week.
- b. the employer will assess the amount paid to each continuous shift employee annually prior to the Award rates being increased to ensure that an employee's roster remuneration is more than the amount that the employee would have received under the Award (after applying the Award increase);

- c. Where an assessment under this clause 3.2.4 (a) identifies that the employee has been paid less than the Award the Employer shall back pay the employee one percent (1%) more than the shortfall in the next pay period; and
- d. Where the review under clause 3.2.4 (b) of this clause identifies the employee has been paid less than the Award the Employer will increase the employee's salary to at least one percent (1%) more than the amount the employee would have received under the Award.

3.2.5 Calculation of Weekly Rate

For the purpose of this Agreement a "week" shall be calculated on the basis of forty (40) ordinary hours on the base rate of pay.

3.2.6 Pay Averaging

The Employer shall average an Employee's wages over the roster cycle for continuous shift Employees. Average pay shall, where applicable, include:

- (a) Rostered ordinary hours;
- (b) First aid allowance;
- (c) Height allowance; and
- (d) Call Out Allowance.

Average pay shall be calculated by adding the above payments (a)-(d) over the roster cycle and then that amount shall be divided by the weeks in the roster cycle to calculate the weekly average pay for an Employee.

3.3 ALLOWANCES

3.3.1 First Aid Allowance

An Employee being the holder of a First Aid Certificate and nominated by the Employer to be an accredited First Aid Attendant shall be paid a weekly allowance of \$18.75 per week.

3.3.2 Height Allowance

A height allowance per hour (or part thereof shall be paid to an Employee when that Employee works at a height of 15 meter or more) will be paid 52 cents per hour worked at that height or above. To be eligible to claim this allowance the Employee must, using the Employer's computer record system, log the job and its height.

3.3.3 Call Out Allowance

The Employer will pay an Employee an amount of \$47.73 per week as a recall or on call allowance. An Employee called back to work after the Employee has left work for the day must be paid for a minimum of four (4) hours' work calculated at the appropriate rate for each time the Employee is called back.

3.3.4 Night Shift Allowance

The Employer will pay a continuous shift Employee an amount of \$82.26 per week for working night shift.

3.3.5 Tools

The Employer will provide for the use of a tradesperson all necessary power tools and equipment. The Employee will supply all other hand tools.

3.3.6 Allowances not All Purpose

The allowances in clauses 3.3.1 (First Aid Allowance), and 3.9.2 (Height Allowance) shall not apply to an Employee whilst they are on paid or unpaid leave including but not limited to personal leave,

compassionate leave, long service leave, jury service leave or annual leave.

3.3.7 All Purpose Allowances

The allowances in clauses 3.9.3 (Call Out Allowance), and 3.9.4 (Night Shift Allowance) shall apply to an Employee whilst they are on paid or unpaid leave including but not limited to personal leave, compassionate leave, long service leave, jury service leave or annual leave.

3.4 PAYMENT OF WAGES

3.4.1 Payment of Wages

The Employer shall pay wages on a fortnightly basis, on a Wednesday, in arrears by credit transfer into an account nominated by the Employee. Should a public holiday fall on the nominated payday then the Employee will be paid the following working day.

3.4.2 Payment on Termination

Where the Employee is terminated or terminates their employment the Employee shall be paid all wages due on the first pay period after the Employee ceases work.

3.4.3 Underpayments

Where an Employee has been underpaid and the underpayment is in excess of two hundred dollars (\$200) then the Employer will make the payment within three (3) days or otherwise as agreed. Where the underpayment is less than two hundred dollars (\$200) the Employer will transfer the underpayment amount into the employee's bank account with their next scheduled pay.

3.4.4 Overpayments

An employer may deduct from any amount required to be paid to an employee under this clause the amount of any overpayment of wages or allowances. If an overpayment occurs, discussions with the affected employee will be held before the recovery is made. The Employer will take into account the Employee's personal requirements prior to deducting the overpaid amount. On termination the Employee authorises the Employer to deduct an amount equivalent to any overpayment of wages or allowances owed by an Employee from the Employee's termination monies. The Employer may, where it has incorrectly credited an amount of leave, alter an Employee's leave accrual to the correct amount.

3.5 SUPERANNUATION

3.5.1 Superannuation Entitlement

The Employer will contribute on a monthly basis in arrears an amount equal to the statutory requirement of the Employees ordinary time earnings into a superannuation fund in accordance with the relevant superannuation legislation. Please note that an Employee can access the Americold Mercer Superannuation Fund.

3.6 SALARY SACRIFICING SUPERANNUATION

3.6.1 Entitlement to Salary Sacrifice

An Employee may agree with the Employer to participate in a salary sacrifice program in relation to superannuation contributions. The Employee must specify an amount as a percentage of ordinary time earnings ("the salary sacrifice")

3.6.2 Employee may withdraw from Salary Sacrificing

The Employee may withdraw from the salary sacrificing arrangements with one (1) months notice in writing.

3.6.3 Consultation

Where the Employer is required by legislation to alter salary sacrificing arrangements the Employer will consult with the Employee about that required change prior to its implementation.

3.6.4 Calculation of Superannuation

The Employer shall calculate an Employee's superannuation on the Employee's pre-sacrificed wage in accordance with clause 3.5 (Superannuation) of this Agreement.

PART 4 - HOURS OF WORK, OVERTIME, ROSTERS, AND BREAKS

4.1 HOURS OF WORK

4.1.1 Hours of Work - Full-time Employees

The arrangement of ordinary hours of work for a full-time Employee will be implemented as follows (unless the Employee is a shift worker):

- (a) 38 hours per week provided that an Employee, which can be averaged over a 4 week cycle.
- (b) All ordinary hours are to be worked with in a maximum of 9.5 hours.
- (c) All ordinary hours for a day worker are to be worked between 5.00 am and 7.00 pm Monday to Sunday.

4.1.2 Hours of Work - Part-time Employees

The arrangement of ordinary hours of work for a part-time Employee will be implemented as follows:

- (a) A minimum of 15 hours per week, and up to a maximum 38 hours per week. The number of regular hours will be agreed between the Employer and the Employee. A part-time Employee will be paid for the hours worked each week on an hour for hour basis. These hours can be altered by mutual agreement in writing.
- (b) All ordinary hours for a day worker are to be worked between 5.00 am and 7.00 pm Monday to Sunday (part time Employees will not be engaged as a continuous shift Employee).
- (c) A part-time Employee may, by mutual agreement with the Employer, work additional ordinary hours to those agreed in clause 4.1.2 (a) of this Agreement up to a maximum of 38 hours per week. A part-time Employee can elect to provide written standing consent to vary their regular pattern of work in order to work additional ordinary hours, provided such standing consent may be withdrawn by the Employee at any time. (To avoid doubt, an Employee who provides standing consent can still verbally refuse to work additional hours when offered on any occasion.)

4.1.3 Hours of Work –Continuous Shift Employees

The arrangements of ordinary hours of work for a Continuous Shift Employee may be implemented within the following:

- (a) 36.5 hours per week averaged over a 5 week cycle.
- (b) All ordinary hours are to be worked with a maximum of 12 hours per day.

4.2 OVERTIME

4.2.1 Overtime - Continuous Shift Employee

All time worked in excess of the ordinary working hours in accordance with clause 4.1.3 of this Agreement, shall be deemed overtime and paid for at the rate of time and a half for the first two (2) hours and double time thereafter of the base rate of pay.

4.2.2 Overtime – All Others

A full time or part time Employee (other than a continuous shift Employee) are paid an amount that is inclusive of working an amount of two (2) additional hours each week. All time worked in excess of the two (2) additional hours in addition to the ordinary working hours in accordance with sub clause 4.1.1 and

4.1.2 of the Agreement or any time in excess of the daily spread of hours shall be deemed overtime and paid for at the rate of time and a half for the first three (3) hours and double time thereafter of the base rate of pay.

4.2.3 Overtime preference

Employees will be given preference to work overtime prior to the Employer engaging external contractors provided that:

- (a) the Employee possesses the requisite skills to perform the required work; and
- (b) it is safe for the Employee to work considering their roster.

4.2.4 Requirement to Work reasonable Overtime

The Employer may require an Employee to work reasonable overtime. All overtime must be approved.

4.2.5 Calculation of Overtime

Overtime is calculated per shift (i.e., overtime will recommence on each shift and will be non-cumulative from one shift/day to the next).

4.3 ROSTERS

4.3.1 Roster Notification

An Employee will be provided with a roster on commencement.

4.3.2 Roster Changes

The Employer may alter the roster to suit the operational requirements of the business with seven (7) days notice. In emergency circumstances the roster may be altered. The Employer and the Employee may mutually agree in writing to change a rostered shift. Subject to the approval of the Employer, Employees may mutually agree to temporarily change a rostered shift/s, rosters so changed will be paid for at the rates applicable to the rostered time worked by the Employee.

4.4 MEAL BREAKS

4.4.1 Unpaid Meal Break

All Employees are entitled to an unpaid meal break of thirty (30) minutes if they work more than five (5) consecutive hours in a shift.

4.5 REST PAUSES

4.5.1 Rest Pause Entitlement

An Employee shall be entitled to a paid rest pause of fifteen (15) minutes for working more than five (5) ordinary hours worked per day and a second rest pause of fifteen (15) minutes where the Employee works a seven point six (7.6) hour day or more. This rest pause shall be taken so as not to disrupt or interfere with the continuity of work where continuity is necessary. This rest pause will apply only to employees working at the time the rest pause falls due.

4.5.2 Scheduling of Rest Pause

Where the Employee is entitled to two (2) rest pauses the rests pauses will be taken either side of the meal break at a time designated by the Manager.

4.5.3 Hourly Rest Pause for Employees in a Freezer

Provided further that an Employees working in a freezer will be allowed a ten (10) minute rest period for each hour worked in that chamber in addition to the rest pauses defined above provided that:

- (a) Such rest period shall be taken at such times as will not interfere with the continuity of work where continuity is necessary and may be so arranged as to coincide with batch set-up times or other operational requirements.
- (b) These breaks will not been taken during the hour where the Employee has already taken either rest pause in clause 4.5.1 (Rest Pause Entitlement) above or their meal break in accordance with clause 4.4.1 (Unpaid Meal Break).
- (c) Freezer breaks cannot be taken at a later time or banked or taken collectively.

4.6 TIME OFF IN LIEU

4.6.1 Taking Overtime as Time Off In Lieu

An Employer and an Employee/s may agree to accrue time off in lieu of overtime. An Employee will accrue time off in lieu of overtime at overtime rate (e.g.: 1 hour overtime that would have been paid at time and a half = 1.5 hours of TOIL). The accrued time will be taken at a time mutually agreed between the Employer and the Employee.

4.6.2 Maximum Accrual of Time Off In Lieu

An Employee will be able to accrue a maximum of one hundred and fifty (152) hours in time off in lieu of the overtime, provided that a Continuous Shift Employee will be able to accrue a maximum of one hundred and ninety (190) hours in time off in lieu of the overtime.

4.6.3 Payment for Time Off In Lieu

The Employer may pay out all of Employee's accrued but untaken time off in lieu of the overtime prior to the date that the next wage increase is effective in accordance with this Agreement.

4.6.4 Taking of Time Off In Lieu

Accrued time off in lieu of the overtime will be taken at a time mutually agreed between the Employee and the Employer.

4.6.5 Overtime

Where overtime is required as a result of an Employee taking their accrued time off in lieu of the overtime the Employer may engage an external contractor prior to offering overtime to any employee.

PART 5 - LEAVE

5.1 ANNUAL LEAVE

5.1.1 Entitlement to Annual Leave

For each year of service with the Employer a full-time or part-time Employee is entitled to four (4) weeks of paid annual leave.

5.1.2 Accumulation of Annual Leave

A full-time or part-time Employee entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year. If a full-time or part-time Employee's employment ends during what would otherwise have been a year of service, the Employee accrues paid annual leave up to when their employment ends. Provided that the following periods do not count as service and accordingly no annual leave is accrued during:

- a. any period of unauthorised absence;
- b. any period of unpaid leave or unpaid authorised absence, other than:
 - i. a period of absence under Division 8 of Part 2-2 of the Act (which deals with community service leave); or
 - ii. a period of stand down under an this Agreement or under an Employee's contract of employment; or
 - iii. any other period of a kind prescribed by the Act's regulations.

5.1.3 Rate of Payment for Annual Leave

All annual leave is payable at the Employees ordinary rate of pay as set out in clause 3.2.1 of this Agreement.

5.1.4 Taking of Accumulated Annual Leave

All accumulated annual leave can be taken at a time mutually agreed between the Employer and the Employee. Provided that annual leave will be restricted during the Employer's peak trading periods.

5.1.5 Employer may require an Employee take Accumulated Annual Leave

The Employer can direct an Employee take accumulated annual leave if:

- (a) If the Employer and an Employee cannot agree when the Employee's annual leave is to be taken; and
- (b) The Employer has provided the Employee at least four (4) weeks' notice in writing to take the accrued leave; and
- (c) The Employee has accumulated more than eight (8) weeks at the time of the direction is given.

5.1.6 Definition of shiftworker for the NES

For the purposes of the NES a shiftworker is an employee who regularly works on each of the seven (7) days of a week and who is regularly rostered to work on Sundays and public holidays. The Employer will provide a fifth week of annual leave to a seven (7) day shift worker as defined by this clause.

5.2 PERSONAL/CARER'S LEAVE, COMPASSIONATE LEAVE AND FAMILY AND DOMESTIC VIOLENCE LEAVE

5.2.1 Personal Leave

5.2.1.1 Entitlement to Personal/Carer's Leave

(a) Amount of leave

For each year of service with the Employer, a full-time or part-time Employee is entitled to ten (10) days of paid personal/carer's leave.

(b) Accrual of leave

An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

Provided that the following periods do not count as service and accordingly no personal leave is accrued during:

- a. any period of unauthorised absence;
- b. any period of unpaid leave or unpaid authorised absence, other than:
 - i. a period of absence under Division 8 of Part 2-2 of the Act (which deals with community service leave); or
 - ii. period of stand down under an this Agreement or under an Employee's contract of employment; or
 - iii. any other period of a kind prescribed by the Act's regulations.

5.2.1.2 Taking paid personal/carer's leave

A full-time or part-time Employee may take paid personal/carer's leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

5.2.1.3 Employee taken not to be on paid personal/carer's leave on public holiday

If the period during which a full-time or part-time Employee takes paid personal/carer' leave includes a day or part-day that is a public holiday the employee is taken not to be on paid personal/carer's leave on that public holiday.

5.2.1.4 Payment for paid personal/carer's leave

If a full-time or part-time Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

5.2.2 Unpaid carer's leave

5.2.2.1 Entitlement to unpaid carer's leave

An Employee is entitled to two (2) days of unpaid carer's leave for each permissible occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

5.2.2.2 Taking unpaid carer's leave

An Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 5.2.2.1 of this Agreement. An Employee may take unpaid carer's leave for a particular permissible occasion as:

- (a) a single continuous period of up to two (2) days; or
- (b) any separate periods to which the Employee and their Employer agree.

An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

5.2.3 Compassionate leave

5.2.3.1 Entitlement to compassionate leave

An Employee is entitled to three (3) days of compassionate leave for each permissible occasion when a member of the Employee's immediate family (for the purpose of this clause immediate family will also include aunt, uncle, niece or nephew), or a member of the Employee's household:

- (a) where
 - i. contracts or develops a personal illness that poses a serious threat to their life; or
 - ii. sustains a personal injury that poses a serious threat to their life; or
 - iii. dies.

(b) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or

(c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage (please note that this) does not apply if the miscarriage results in a stillborn child.

5.2.3.2 Taking compassionate leave

An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to clause 5.2.3.1 of this Agreement; or
- (b) after the death of the member of the Employee's immediate family or household

An Employee may take compassionate leave for a particular permissible occasion as

- (a) a continuous three (3) day period; or
- (b) three (3) separate periods of one (1) day each; or
- (c) any separate periods to which the Employee and the Employer agree.

If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

5.2.3.3 Payment for compassionate leave (other than for casual employees)

If an Employee (other than a casual employee) takes a period of compassionate leave, the Employer shall

pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

5.2.4 Paid family and domestic violence leave

5.2.4.1 Entitlement to paid family and domestic violence leave

An employee is entitled to ten (10) days of paid family and domestic violence leave in a twelve (12) month period. Paid family and domestic violence leave:

- (a) is available in full at the start of each twelve (12) month period of the employee's employment; and
- (b) does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

For the purposes of this clause if an employee is employed by a particular employer:

- (a) as a casual employee; or
- (b) for a specified period of time, for a specified task or for the duration of a specified season;

the start of the employee's employment is taken to be the start of the employee's first employment with that employer.

5.2.4.2 Taking of paid family and domestic violence leave

The employee may take paid family and domestic violence leave as:

- (a) a single continuous ten (10) days day period or such longer period as agreed between the employee and the employer; or
- (b) separate periods of one (1) or more days each; or
- (c) any separate periods to which the employee and the employer agree, including periods of less than one day.

5.2.4.3 Circumstances where an Employee can take paid family and domestic violence leave

The employee may take paid family and domestic violence leave if:

- (a) the employee is experiencing family and domestic violence; and
- (b) the employee needs to do something to deal with the impact of the family and domestic violence; and
- (c) it is impractical for the employee to do that thing outside the employee's ordinary hours of work.

Note 1: Examples of actions, by an employee who is experiencing family and domestic violence, that could be covered by paragraph (b) are arranging for the safety of the employee or a close relative (including relocation), attending urgent court hearings or accessing police services.

Note 2: The notice and evidence requirements of clause 5.2.5 of the Agreement must be complied with.

5.2.4.4 Confidentiality

- (a) The Employer must take steps to ensure information concerning any notice or evidence an employee has given under clause 5.2.5 of the Agreement of the employee taking leave under this clause is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in this clause prevents an Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.
- (c) Note: Information covered by this section that is personal information may also be regulated under the *Privacy Act 1988*(Cth).

5.2.4.5 Operation of paid family and domestic violence leave and leave for victims of crime

- (a) This clause does not exclude or limit the operation of a law of a State or Territory to the extent that it provides for leave for victims of crime.
- (b) If an employee who is entitled, under a law of a State or Territory, to leave for victims of crime is also entitled to leave under this clause, that law applies in addition to this Subdivision.
- (c) A person who is a national system employee only because of section 30C or 30M of the FW Act is entitled to leave under this clause only to the extent that the leave would not constitute leave for victims of crime.
- (d) Note: Leave for victims of crime is a non-excluded matter under paragraph 27(2)(h).

5.2.5 Notice and Evidence for Personal/Carer's, Compassionate Leave and Family and Domestic Violence Leave

An Employees is entitled to leave under this clause where the Employee complies with the following notice and evidence requirements:

(a) Notice

An Employee must give the Employer notice of taking of leave as soon as is practical (which may be a time after the leave has started provided that the employee will take all reasonable steps to advise the Employer of their absence from duty before their normal start time) and must advise the Employer of the period, or expected period of the leave. An Employee is required to telephone their Manager or the Manager on duty (Please note that Text Messaging a manager notifying of an absence in unacceptable (text messaging includes Short Message Service (SMS), and Multimedia Messaging Service (MMS) messages)). It is expected that an Employee seeking to take leave will provide at least two (2) hours notice of their absence prior to the start of their shift.

(b) Evidence

An Employee who has given the Employer notice of taking leave must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave has been taken for personal/ carer's, unpaid carer's or compassionate leave.

(c) Compliance

An Employee is not entitled to take leave under this Clause unless the Employee complies with this subclause.

5.3 LONG SERVICE LEAVE

All employees will be entitled to take and accrue long service leave in accordance with the provisions of the *Long Service Act 1992 (Vic)*.

5.4 PARENTAL LEAVE

All full-time, part-time, regularly engaged casual Employees who have completed at least 12 months service with the Employer will be entitled to take unpaid parental leave in accordance with the Division 5 Part 2-2 of Chapter 2 of the Act. Please note that the Employer has a Parental Leave Policy that provides additional benefits.

5.5 JURY SERVICE LEAVE

5.5.1 Entitlement to Jury Service Leave

A full-time and part-time Employee required to attend for jury service during their ordinary working hours will be reimbursed by Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and what the Employee would have earned if they were rostered to work during the attendance time. To be paid for this leave the Employee must assign the court cheque to the Employer.

5.5.2 Duty to the notify Employer of the obligation to serve on Jury

All full-time and part-time Employees are required to notify Employer as soon as possible as to the date upon which they are required to attend for jury service.

5.5.3 Proof of Attendance at Jury Service

The Employee must give Employer proof of attendance, the duration of such attendance and the amount paid in respect of such jury service.

5.5.4 Casual Employees are required to notify Employer of their non-attendance at work due to Jury Service

Casual Employees must notify the Employer of their non-attendance at work due to Jury service but they will not be compensated for their absence on jury service leave.

5.6 COMMUNITY SERVICE LEAVE

5.6.1 Community Service Activity

Pursuant to Division 8 Part 2-2 of Chapter 2 of the Act an Employee who engages in an eligible community service activity is entitled to be absent from his or her employment on leave without pay for a period if:

- (a) the period consists of one or more of the following:
 - I. time when the Employee engages in the activity;
 - II. reasonable travelling time associated with the activity;
 - III. reasonable rest time immediately following the activity; and
- (b) the Employee's absence is reasonable in all the circumstances.

5.7 PUBLIC HOLIDAYS

5.7.1 Public Holiday Entitlement - where work is performed continuous shift worker

All work done by any Employee on a public holiday shall be:

- a. paid for at the Employees base rate of pay, where that work is included as part of their rostered ordinary hours.
- b. paid at one time and a half in addition to the ordinary rate of pay where that work is not included as part of their rostered ordinary hours.

5.7.2 Public Holiday Entitlement - where work is performed others

All work done by any other Employee will be paid at one time and a half in addition to the ordinary rate of pay with a minimum payment of 4 hours. Provided that where a public holiday is substituted and an Employee works on the actual public holiday and not on the substituted public holiday day the Employee will be paid for the actual public holiday day as if it had not been substituted. If an Employee works on both the actual and substituted public holiday days the Employee will only be paid for the substituted public holiday at the aforementioned rates.

5.7.3 Public Holiday Entitlement – where no work is performed

A Full-Time or Part -Time Employee rostered off on a public holiday that they would have otherwise been required to work except for the public holiday falling on that day shall be entitled to the day off at the base of pay for the ordinary hours of work they would have normally been rostered to work on the day.

5.7.4 Where a public holiday falls on a non-rostered day

Where a public holiday falls on an Employee's non-rostered day, that employee shall receive no extra

payment for that public holiday.

5.7.5 Requirement to work on a shift work on a public holiday

It is acknowledged that it would be usual for the Employer to require an Employee working shift work to work on public holidays that coincide with their roster.

5.8 RESTRICTION ON ACCRUING LEAVE WHILE RECEIVING WORKERS' COMPENSATION

An Employee is not entitled to accrue any leave or absence (whether paid or unpaid, excluding unpaid parental leave) under this Agreement during a period (a compensation period) when the Employee is absent from work because of a personal illness, or a personal injury, for which the Employee is receiving compensation payable under a law (a compensation law) of the Commonwealth, a State or a Territory that is about workers' compensation. Provided that an employee will accrue leave where they are working for the Employer on restricted return to work duties.

5.9 ACCIDENT PAY

Where an Employee suffers a compensable injury pursuant to the *Accident Compensation Act 1985* (Vic) and is receiving weekly compensation, then the Employer shall, where there is a difference between the amount of compensation they receive and the Employee's base weekly rate applying at the time of such accident, pay the difference to the Employee. The payment made by the Employer shall be limited to a maximum period, or aggregated periods, of thirty-nine (39) weeks. Provided that if the relevant legislation is altered and the amount of compensation payable to an employee is reduced then Employer will not be required to compensate the extra amount.

Where an Employee is in receipt of accident pay, overtime shall be available only where it is consistent with the rehabilitation plan.

6.1 UNION REPRESENTATION

6.1.1 Recognising the AMWU

The Employer recognises the AMWU as being a union that is able to represent workers covered by the Agreement.

6.1.2 Payroll deductions

The Employer will, where an Employee requests in writing, deduct from their pay their AMWU union fees and forward those fees to the AMWU.

6.1.3 Noticeboard

The Employer will provide adequate space on a noticeboard at each Branch for the posting and display of appropriate AMWU material.

6.2 UNION DELEGATES

6.2.1 AMWU Delegate attending Union business

A AMWU delegate may attend to union business during work hours (on paid time) provided that they obtain the permission of their manager on each occasion prior to leaving their job. It shall be at the discretion of the Employer whether or not to release the employee from work at a particular time. Agreement to release a delegate will not be unreasonably withheld. The Employer shall provide a delegate appointed by the AMWU reasonable access to new employees and to facilities to carry out their union business.

6.2.2 Trade Union Training Leave AMWU

The Employer agrees to release one (1) delegate to attend up to five (5) days union training per year provided that the AMWU provides at least two (2) weeks' notice and appropriate documentation, if required.

6.2.3 Paid Union AMWU Meetings

The Employer will release Employee's to attend AMWU meetings on site for up to one (1) hour paid ordinary time annually (per calendar year) for these meeting/s provided:

- (a) Normal site operations are to be maintained at all times;
- (b) Meetings are non-cumulative and non-transferable between sites; and
- (c) Meetings will be linked to lunch or rest breaks.

6.2.4 When and Length of Meetings

Where an on-site union meeting is requested the relevant union will consult and reach agreement with the Employer about the timing of the meeting, in order to schedule the meeting at a time causing the least operational disruption to The Employer. Individual meetings (unless by agreement) shall be limited to one half hour on each occasion.

PART 7 - MISCELLANEOUS

7.1 MISCELLANEOUS

7.1.1 Clothing, Equipment and Tools

A permanent Employee will be supplied with adequate protective clothing. If the Employee wilfully damages or fails to return any Employer issued clothing, the Employer may recover from the Employee concerned the cost of replacing such clothing or may deduct such costs from any moneys payable to the Employee. Items will be replaced on a 'worn' basis.

7.1.2 Cold Temperature Clothing

An Employee working in a freezer will be provided Personal Protective Equipment including a balaclava, a freezer suit, gloves and a pair of freezer boots.

7.2 DISPUTE RESOLUTION

7.2.1 Resolving disputes

All disputes about a provision of this Agreement, the National Employment Standards, or the workplace are to be resolved in accordance with the following:

Step 1

Resolving disputes at a workplace level

If the Employer and the affected Employee(s) are in dispute then they must genuinely attempt to resolve the dispute at the workplace level. This may involve the affected Employee first discussing the matter with their Manager then with more Senior Management. The discussion should occur within 24 hours of the incident.

Where the Employer initiates the dispute it must have discussions with AMWU prior to proceeding to Step 2.

Step 2

Where the dispute cannot be resolved at the workplace level

If a matter cannot be resolved at the workplace level a party to the Agreement may be referred to Fair Work Australia.

Step 3

Fair Work Commission ("FWC") Arbitration

The parties agree that the FWC may arbitrate upon application of either party. If arbitration is necessary the FWC shall have the power to exercise procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. Further the parties agree that the decision of the FWC will be binding upon the parties. The parties agree that the either party may appeal the decision of the FWC.

7.2.2 Obligations of Employee during a Dispute

An Employee must, whilst a dispute is being resolved, continue to work in accordance with their contract of employment unless the Employee has reasonable concerns about an imminent risk to their health and safety and comply with any reasonable direction(s) given by their Employer to perform other available

work either at the same workplace or at another workplace. Further provided that any product, requiring refrigeration and not under mechanical refrigeration at the time of a grievance or dispute, stoppage or stop work meeting shall be put away into cold rooms before work is stopped.

7.2.3 Employee may be represented at any of the above Steps

Employee may be represented at any of the above steps by a person of their choice.

7.3 ANTI-DISCRIMINATION

7.3.1 Preventing Unlawful Conduct

The parties to this Agreement have negotiated it so as to prevent conduct by any party that is unlawful under any applicable Commonwealth and State human rights and discrimination legislation. The parties must make every endeavour to ensure that the Agreement's operation prevents discrimination.

7.3.2 Undertakings to prevent Workplace Discrimination, Harassment, Sexual Harassment, Bullying and Intimidation

The parties to this Agreement share responsibility for ensuring that a working environment exists, which is free of workplace discrimination, sexual harassment, and intimidation. All Employees of Employer acknowledge that any discriminatory conduct, harassment, sexual harassment, bullying or discrimination on their part will be strongly disciplined with the possibility of termination of employment.

7.3.3 Further Information on Discrimination, Bullying, Harassment and/or Sexual Harassment

Employees are required to participate in discrimination, bullying, harassment and/or sexual harassment training delivered by the Employer.

7.4 EMPLOYEE CONFIDENTIALITY

7.4.1 It shall be a condition of this Agreement that during employment or at any time thereafter, any information acquired by any Employee about Americold, its clients and customers and the business generally, which is judged by the Company to be confidential, will be held as such and may not be divulged to any third party without express authorisation by the Employer. All customer lists and daily operational reports remain the Employer's absolute property.

7.5 DRUG AND ALCOHOL ABUSE

7.5.1 Drugs and Alcohol are a Workplace Hazard

As safety is of paramount concern to the Employer and each Employee the parties to this Agreement acknowledge that drugs and alcohol has an impact on each Employee's performance in the workplace and that Employees affected by drugs or alcohol are a safety hazard to clients and other Employees.

7.5.2 Policy

The Americold Drug and Alcohol Policy applies to all Employees of Americold.

7.6 STAND DOWN

7.6.1 Stand Down Without Pay

The Employer may stand an Employee down without pay for a temporary period due to circumstances beyond their control (i.e. cyclonic or flood conditions prevent access to work) that prevents the Employee from being usefully employed.

7.6.2 Access to Accrued Annual Leave during a Stand Down

An Employee can on approval of their Manager be paid their accrued annual leave during a stand down

period.

7.7 NO FURTHER CLAIMS

It is a term of this Agreement that the Employer, AMWU and the Employees undertake, for the duration of the Agreement, not to pursue any extra claims.

APPENDIX 1

Consultative Term

- (1) This term applies if the employer:
- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- Major change*
- (2) For a major change referred to in paragraph (1)(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.


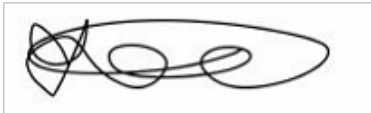
Change to regular roster or ordinary hours of work

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

the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

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

This Agreement is signed:

For and behalf of AMERICOLD LOGISTICS LIMITED (ACN 004 902 998) their authorised persons	For and behalf of the AUTOMOTIVE FOOD METALS ENGINEERING PRINTING & KINDRED INDUSTRIES UNION:
 <hr/> <p>Stacey Lamb Director, Human Resources Americold</p> <p>73-87 Boundary Road, Laverton North, Victoria, 3026 Address</p> <p>05/12/2023</p> <hr/> <p>Date</p> <p>Witnessed by:</p>  <hr/> <p>Witness Signature</p> <p>Lauren Slater</p> <hr/> <p>Print Name</p> <p>73-87 Boundary Road, Laverton North, Victoria, 3026 Address</p> <p>05/12/2023</p> <hr/> <p>Date</p>	<hr/> <p>AMWU</p> <hr/> <p>Print Full Name</p> <hr/> <p>Position Held</p> <hr/> <p>Address</p> <hr/> <p>Date</p> <p>Witnessed by:</p> <hr/> <p>Witness Signature</p> <hr/> <p>Print Full Name</p> <hr/> <p>Address</p> <hr/> <p>Date</p>

For and behalf of the Employees of AMERICOLD LOGISTICS LIMITED (ACN 004 902 998) their authorised person:



Kevin Lawler

MAINTENANCE MEMBER

Position Held

73-87 Boundary Road, Laverton North, Victoria, 3026
Address

5/12/23

Date

Witnessed by:



Witness Signature

LAUREN SLATER

Print Full Name

73-87 Boundary Road, Laverton North, Victoria, 3026
Address

05/12/2023

Date