RYCO GROUP PTY LTD STORES AND DISTRIBUTION AND UNITED WORKERS UNION ENTERPRISE AGREEMENT 2024

1 TITLE

This Agreement shall be known as the RYCO Group Pty Ltd Stores and Distribution and United Workers Union Enterprise Agreement 2024.

2 ARRANGEMENT

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3. APPLICATION OF AGREEMENT

3.1 This Agreement shall apply at the establishment of RYCO Group Pty Ltd, 29 to 35 Taras Ave Altona North 3025, and to all employees who are bound by the terms of the *Storage Services and Wholesale Award 2020*, as it stands at the date of approval of this Agreement by Fair Work Australia, insofar as those provisions relate to the parties referred to in Clause 5 - Parties Bound/Covered - of this Agreement.

4. PURPOSE OF AGREEMENT

The aim of the RYCO Group Pty Ltd Stores and Distribution Enterprise Agreement 2024 is to continue to support the competitive strategy of the business.

RYCO's competitive strategy is for the company to be the key player in Australian filtration markets through the adoption of world competitive work practices supported by superior levels of quality and customer service. A responsive, quality driven, customer service oriented organisation requires the continuation of the culture change which has begun throughout the organisation at all levels. This agreement aims to continue implementation of processes whereby productivity is significantly improved and work practices are changed.

The parties acknowledge that despite significant changes to equipment, processes and layout as well as the introduction of extensive consultative processes, the output per direct employee has not changed significantly. To this end wage increases must be at least "self funding" and it is agreed that any changes to wages and conditions will not add extra cost to the product. The parties agree to work together to ensure continuous improvement in all of the key areas of performance including:

- output
- cost efficiency
- productivity
- quality
- occupational health and safety
- equal employment opportunity
- service levels to customers

The parties also recognise that the present economic environment and the competitive pressures arising from:

- growth of lower specification/cost imported products
- the introduction of cost down contracts by customers

- global tendering
- reduced tariffs,

RYCO Group requires the introduction of greater productivity, efficiency and flexibility into RYCO Group's day to day operations. This agreement provides the vehicle for this to occur with gains to all of the party to this agreement.

5. PARTIES BOUND/COVERED BY THIS AGREEMENT

This Agreement shall be binding upon:

- (a) RYCO Group Pty Ltd ('RYCO Group')
- (b) All employees engaged in any of the occupations, industries or callings specified in the *Storage Services and Wholesale Award 2020* as it stands at the date this Agreement is approved by Fair Work Australia.
- (c) The United Workers Union ('the Union')

6. DATE & PERIOD OF OPERATION

6.1 This Agreement shall commence operation seven days after it is approved by Fair Work Australia and shall remain in force until the 30th June 2027.

7. AVOIDANCE OF DISPUTES PROCEDURE

- 7.1 In the event of a dispute in relation to a matter arising under this Agreement and or the National Employment Standards (NES), in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 7.2 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 7.3 If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Australia (FWA) for resolution by mediation and/or conciliation and where necessary arbitration.
- 7.4 If arbitration is necessary FWA may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. Any outcome determined under this clause cannot be inconsistent with legislative obligations.
- 7.5 It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue as normal in accordance with the practices in place

before the dispute arose unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

- Any dispute referred to FWA under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.
- 7.7 The decision of FWA will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

8. RE-NEGOTIATION OF AGREEMENT

8.1 The parties agree to commence negotiations for an agreement at least 3 months before the nominal expiry date specified in clause 6.1.

9. RELATIONSHIP TO AWARD

- 9.1 This Agreement shall incorporate the provisions of the *Storage Services and Wholesale Award 2020* (the Award) as it stands at the date of approval of this agreement by Fair Work Australia.
- 9.2 Provided that where there is any inconsistency between this agreement and the award at the date this Agreement is approved by Fair Work Australia, this Agreement shall take precedence to the extent of any inconsistency. This agreement replaces all previous enterprise agreements.

10. PRODUCTIVITY

10.1 **Organisation & Work Design**

It is intended that the restructuring process which has commenced, to encourage devolution of responsibilities to employees and the establishment of teams with responsibility for particular projects and performance improvement in their areas will continue.

The introduction of new organisation and work structures supported with training both on and off the job will result in an improvement of employee skills, greater participation/involvement of employees in day to day decision making and planning, and changed roles for supervisory personnel.

10.2 **Documentation**

As a component of RYCO Group's continuous improvement program, it intends to introduce a number of computerised systems to supplement and/or replace existing manual records and to improve the quality of information available for decision making purposes. Employees will be encouraged to develop skills associated with the introduction and operation of such systems. This may include numeracy, keyboard and computer training.

These systems will support the development of Key Performance Indicators for a number of warehouse activities.

10.3 **Multiskilling**

The parties to this agreement see the continued introduction of multiskilling processes and the elimination of inappropriate demarcations as an integral component of improving the organisation's productivity. Some examples are:

- Stores and warehouse people able to perform minor maintenance functions to the level of their skills and training
- Stores and warehouse people to perform any duties for which they are skilled, competent and trained to perform.

10.4 Work Systems/Practices

A number of work practices have been implemented to improve employee productivity. These include:

- Elimination of the annual three week shut down at Christmas. Annual leave
 will be rostered throughout the year taking into account both business and
 employee requirements. It may necessitate annual leave being taken in three
 periods.
- Employees to facilitate and support the implementation of changes designed to improve occupational health and safety and productivity.
- Employee will take responsibility for work in their areas rather than wait for instructions from their supervisors.

10.5 Work Flexibility

Stores and warehouse people will gain new skills through regular rotation to ensure multi-skilling across all stores and warehouse areas. With the introduction of new equipment and technology it will be feasible to combine a number of tasks and activities into one job stores and warehouse people will embrace the use of new technology and equipment.

10.6 Use of Contractors/Casuals

The following will apply to the use of casuals/contract labour.

From time to time RYCO Group may find it necessary to augment its labour arrangements to meet particular circumstances. These include, but are not limited to the following:

- special jobs
- peak load periods
- annual leave

• Casuals will be classified and paid accordingly, plus 25% casual loading.

- The Company agrees that work that is performed by persons who are not directly employed by the Company and that would otherwise be covered by this Agreement will only be accepted by the Company if those persons who perform the work receive wages and conditions that are no less favourable than that provided for in this Agreement
- Hours of work will be as required. It may be necessary for casuals to work overtime.

10.7 Casuals with 12 months continuous service

Employees engaged as casuals with 12 months continuous service may be offered a permanent position, in accordance with the National Employment Standards.

10.8 **Position Vacancies**

If necessary Ryco will advertise suitable position vacancies externally and internally. Internal candidates, where reasonable, may be provided training in order to promote internal development within the business.

10.9 **Training**

The parties are committed to building on the training programs commenced and RYCO Group undertakes to ensure that the necessary training is made available to allow the implementation of the outcomes of job/work restructuring and redesign.

Employees covered by this Agreement will continue to be encouraged to develop forklift, stores and warehouse skills. Employees whose skills are evaluated by national warehousing accredited assessors as inadequate to perform their current roles will be given an opportunity to improve their skill levels. In the event that a minimum standard of performance as determined by company management (consistent with the classification level at which the employee is engaged) is not achieved within an agreed specified period, the employer may commence performance management and/or disciplinary discussions with the employee (and his/her nominated representative, if any).

10.10 **Quality**

Each employee will strive towards continuous improvement taking responsibility for their own quality.

10.11 Housekeeping

All employees will be responsible for maintaining a clean and tidy workstation and work place with a view to ensuring excellent housekeeping standards.

The company agrees to provide a floor scrub machine and provide appropriate training for the machine to be used by employees

11. ANNUAL LEAVE

11.1 Other than the matters specified in this clause, the provisions relating to Annual Leave and how and when it is to be taken will be in accordance with the NES and the incorporated award.

11.2 Payment of the 17.5% annual leave loading allowance will be paid annually to employees on or after 1 December of each year. Part time employees shall receive a pro rata payment.

12 PUBLIC HOLIDAYS

12.1 Public holidays shall be as specified in the National Employment Standards and the incorporated award.

13 PERSONAL/CARERS LEAVE

Other than the matters specified in this clause, the provisions relating to Personal Leave and how and when it is to be taken will be in accordance with the NES and the incorporated award (currently 10 days).

Single Day Absences: An employee will be allowed 5 single day absences in any one anniversary year without the requirement to provide proof.

Thereafter, proof according to the provisions of the National Employment Standards such as a medical certificate or statutory declaration is to be provided in order for paid sick leave to apply.

14. LONG SERVICE LEAVE

Other than the matters specified in this clause, the provisions relating of the Victorian Long Service Leave Act as amended from time to time shall apply.

Long Service Leave will accrue at the rate of 13 weeks per 10 years of service effective from 1st January 1999. Pro rata leave will be available after 7 years service, to be utilised if the employee is working with the Company or paid out in the event of resignation or termination.

15. PARENTAL LEAVE

Employees covered by this Agreement will be entitled to the following Parental Leave entitlements where they have completed at least 12 months' continuous service with the Company:

Primary Carers will be paid twelve (12) weeks paid parental leave at full pay and Secondary Carers will be paid four (4) weeks paid parental leave at full pay. This applies in circumstances including birth or adoption of a new baby, and the birth of a still born child, and for all family types including same-sex couples and surrogacy.

An employee must provide written notice of their intention to take paid parental leave at least 10 weeks before starting the leave. The notice must specify intended start and end dates.

The Company may request evidence of the need to take parental leave such as a medical certificate confirming the expected date of birth or evidence confirming the date of placement of a child for adoption.

16. COMPASSIONATE LEAVE

Other than the matters specified in this clause, the provisions relating to Compassionate Leave and how and when it is to be taken will be in accordance with the NES.

Where the death occurs outside of Australia the employee shall be allowed three days leave.

All applications for bereavement leave must be accompanied by a death notice.

17 SUPERANNUATION

17.1 The Superannuation Legislation, as defined, shall govern the superannuation rights and obligations of RYCO Group and its employees.

17.2 **Definitions**

- 17.2.1 'Approved Superannuation Scheme' means a scheme that complies with the relevant Superannuation Legislation and any other relevant Government requirements.
- 17.2.2 'Default Fund' shall mean the Australian Super Fund and
- 17.2.3 **'Superannuation Legislation'** shall include the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, the Superannuation (Resolution of Complaints) Act 1993 and the Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2004, as varied from time to time.

17.3 Employer contributions

- 17.3.1 Superannuation contributions equivalent to 11 per cent of ordinary time earnings will be paid by RYCO Group on behalf of the employee into either:
 - 17.3.1.1 An Approved Superannuation Scheme specifically nominated in writing by the employee; or

17.3.1.2 Where the employee fails to nominate an Approved Fund, all superannuation contributions shall be made into the Default Fund.

17.3.2 The amount of any superannuation contribution shall not be less than those specified under the prevailing Superannuation Legislation (as amended from time to time) and shall cease on the last day of employment with RYCO Group.

18 WAGES AND ALLOWANCES

18.1 **Wages**

| Classification | Hourly rate revised prior to the commencement of this Agreement. | Hourly rate Applicable from the first pay period to commence on or after 1 st July 2024 (including the 5% increase as agreed. | Hourly rate Applicable (including the 4% increase from the first pay period to commence on or after the 12 month anniversary of the previous wage increase. | Hourly rate Applicable (including the 3.5% increase from the first pay period to commence on or after the 12 month anniversary of the previous wage increase. | |
|--|--|--|---|---|--|
| Level 1(on commencement) | \$33.0590 | \$34.7120 | \$36.1004 | \$37.3639 | |
| Level 1 (after 3 months) | \$33.4107 | \$35.0812 | \$36.4845 | \$37.7614 | |
| Level 1 (after 12 months) | \$33.7624 | \$35.4505 | \$36.8685 | \$38.1589 | |
| Level 2 | \$34.1141 | \$35.8198 | \$37.2526 | \$38.5564 | |
| Level 3 | \$35.1692 | \$36.9277 | \$38.4048 | \$39.7489 | |
| Level 4 | \$36.2242 | \$38.0354 | \$39.5568 | \$40.9413 | |
| First Aid Allowance | 1.5% of base L3 \$0.5275/hr | 1.5% of base L3 \$0.5539/hr | 1.5% of base L3 \$0.5761/hr | 1.5% of base L3 \$0.5962/hr | |
| High Rise Picker (LO Licence) Allowance | 0.5% of base L3 \$0.2638/hr | 0.75% of base L3 \$0.2770/hr | 0.75% of base L3 \$0.2880/hr | 0.75% of base L3 \$0.2981/hr | |

18.2 Allowances

Allowances will be paid in accordance with the rates and requirements of the incorporated award.

19. JOURNEY INJURY INSURANCE

The company agrees to pay the premium for Group Journey Injury Insurance for the employees covered by this agreement currently \$65 per person per annum plus Goods and Services Tax (GST) and government stamp duty. No excesses or any other costs of any nature will be paid by RYCO Group.

20. HOURS OF WORK

- 20.1 Other than the provisions set out in this clause, the hours of work shall be as specified in clause 13 of the incorporated award.
- 20.2 The spread of ordinary hours under this Agreement shall be 6.00 a.m. to 6.00 p.m.
- 20.3 The 10 minute afternoon rest period will not be taken each afternoon, but shall be taken with the morning break which will become 20 minutes paid break.
- 20.4 The unpaid meal break shall be of 30 minutes duration.
- 20.5 RDO's and Annual Leave will be rostered by mutual agreement between management and the stores and warehouse employees. Also work/meal breaks will be staggered. This will facilitate the continuity of work and will improve customer service levels.
- 20.6 Banking of RDO's

RDO's may be banked on notice to employees by the company. The banking of RDO's will enable RYCO to efficiently handle fluctuating requirements on the occasions where forecasting is made possible.

20.7 Buying Out of RDO'S

RDOs may be bought out at the end of each Calendar year.

21 CONSULTATION

- 21.1 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 impact on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 21.2 For a major change referred to in paragraph (21.1) (a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and

- (b) subclauses (21.3) to (21.9) apply.
- 21.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 21.4 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.

- 21.5 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.
- 21.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 21.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 21.8 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 sub-clauses (21.2), (21.3) and (21.5) are taken not to apply.
- 21.9 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.
- 21.10 For a change referred to in paragraph (21)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (21.11) to (21.15) apply.
- 21.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 21.12 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).

22. AGREEMENT FLEXIBILITY

- 22.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement 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); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
 - (d) the arrangement can only be made with an existing employee.
- 22.2 The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 22.3 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.
- 22.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 22.5 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.

23. REDUNDANCY

Other than the matters specified in this clause, the provisions relating to redundancy will be in accordance with the NES and the incorporated award.

23.2 The parties to this agreement acknowledge that every effort will be made to ensure the job security of employees. It is also acknowledged by the parties that redundancies should only be carried out after all other possible avenues have been explored. In the event that employees who are excess to staffing requirements cannot be re-deployed or retrained, these provisions will apply.

The benefits outlined in the following terms and conditions will only apply to permanent employees of the company covered by this Agreement.

23.3 **Redundancy Provisions**

(a) Redundancy is as defined in the National Employment Standards.

When RYCO has reached the decision that redundancies will occur, RYCO Group agrees to first of all call for volunteers.

The parties agree that, volunteers will be called from all areas of RYCO Group. The list of volunteers will be reviewed by a panel consisting of relevant managers and an employee representative paying attention to the particular skills of each individual. The company will give preference to volunteers except in circumstances where it can be demonstrated that the particular volunteer's skills are necessary to the ongoing requirements of the business.

(b) Redundancy benefits will not apply to the following;

- normal resignation of an employee
- termination of a casual or temporary employee, or an employee on term contract
- dismissal of an employee in accordance with relevant award provisions/company policy

(c) Alternative Employment with RYCO Group

Alternative employment may be offered to an employee having due regard to the trade qualifications, specific skills and abilities. Such alternative employment may require an employee to learn new skills and/or transfer from one department, section or site to another in line with current practice and the agreed transfer policy. Redundancy benefits will not be applicable on transfer.

Should an employee be offered alternate employment in a position, which requires an employee to learn new skills, RYCO Group will put in place an appropriate learning program, which will facilitate the development of those skills. No transfer shall be deemed to promote de-skilling.

(d) Process to be adopted in the event that this agreement needs to be applied In the event that RYCO Group makes a definite decision that it needs to reduce its labour force, RYCO Group will provide as much notice as possible to the Union party to this agreement of impending retrenchments. The Union acknowledges that the exercise of the agreement may have significant commercial sensitivities and ramifications and will treat all information regarding impending retrenchments as strictly confidential. The Union undertakes to keep such information confidential until it is agreed between the parties that such information may be disclosed. During the period of confidentially and prior to employees being formally notified of impending retrenchments, the following matters will be discussed:

- alternative employment possible options within and external to RYCO Group
- selection for redundancy
- transfer to other roles and the appropriate rate of pay, within the organisation which do not require the use of the current level of skills held by employees.

(e) Notice

Employees subject to redundancy shall be given four weeks' notice of RYCO Group's intent to terminate their employment. Employees over 45 years of age at the time of giving notice shall be entitled to an additional week however RYCO Group reserves the right to consider payment in lieu. During such period of notice, employees will be expected to continue to work in a responsible manner.

Note that the Notice requirements under this provision are not additional to the notice requirements under the National Employment Standards for termination of employment.

Should an employee during this period of notice, request time off without loss of pay to attend an interview for alternative employment with another Company, this will be granted subject to the following:

- limited to a maximum of 8 hours per week of notice
- establishing to the satisfaction of RYCO Group that the request is genuine

An employee who has received notice of redundancy and who during the period of notice finds other employment, may request termination prior to the end of the notice period subject to providing to the satisfaction of RYCO Group that the request is genuine. The company will agree to termination prior to the expiration of the redundancy notice without loss of benefits payable under this agreement with the exception of wages for the un-worked period of notice.

(f) Provision of Outplacement Package

The company will notify Centrelink and arrange an interview for those employees who are under notice. Interviews will be in company time.

In addition, RYCO Group will develop a job search package for employees' designed to develop job search skills (e.g. resume preparation, interview skills, following job leads etc.).

(g) Annual Leave Loading

Annual leave loading will be payable on all accrued and pro rate leave entitlement up to the time of leaving RYCO Group's service.

(h) Long Service Leave

Payment of long service leave will be in accordance with the Victorian Long Service Leave Act and Clause 15 of this Agreement. In addition those employees with at least five years continuous service at the time of redundancy will be paid pro rata long service leave in accordance with the above.

Such payments will be based on completed years and months.

Employees who have worked in a casual capacity before being offered permanent employment will have the period of employment as a casual employee included as service for the purposes of long service leave calculations.

(i) Payment for accrued personal leave

For those employees who are made redundant, payment of up to six years of un-taken personal leave will be made. The maximum payment available will be 60 days.

(j) Statement of Moneys Due

The company will provide an itemized statement listing benefits due. In addition, each employee concerned will receive a separation certificate.

(k) Payment Calculations

Pay rates used in relation to all aspects of this agreement will be the base hourly rate.

(1) Certificate of Service

Employees who are made redundant will be provided with a certificate of service outlining the period and capacity of employment.

(m) Redundancy Calculations

Redundancy payments will be calculated on the basis of three and a half (3.5) weeks pay for each completed year of service and pro rata for each additional completed week of service...

The maximum payment, prescribed under this sub-clause will be 58 weeks pay.

(n) Redundancy Agreement and Site Closure

In the event of a total closure at warehousing activities, RYCO Group, agrees to pay a net sum of \$5,000 in addition to the other entitlements prescribed in this Enterprise Agreement.

24. CLOTHING EQUIPMENT AND TOOLS

- 24.1 All employees will be supplied with adequate protective clothing. Such protective clothing will be maintained by the Employee but shall remain the property of the Employer.
- 24.2 The Employee shall be required to wear the clothing provided, which shall be laundered by the Employee and presented in a clean and well maintained state.
- 24.3 Protective clothing will be replaced on a bi annual basis or as required due to damage or fair wear and tear.
- 24.4 Garments/Boots to be replaced will be handed back at the time new items are issued.
- 24.5 The following clothing will be issued:

| Classification | Garment/Boots | Quantity |
|----------------|---|----------|
| Storeperson | Trousers or Overalls | 2 |
| | Shirts | 3 |
| | Thermal Undergarments (only if requested) | 1 |
| | Jumper/windcheater | 2 |
| | Jacket | 1 |
| | Safety Boots | 1 pair |

25. ANNUAL LEAVE CASH OUT

25.1 Cashing Out of Annual Leave.

An employee may 'cash out' a portion of his/her annual leave entitlement subject to the following:

(a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

(b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and

(c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

Cashing out leave has the effect of reducing the individual employee's leave entitlement by the equivalent value of the leave cashed out.

26. NOTICE BOARD

The Employer shall supply a notice board or space on an existing notice board, in a suitable prominent location (for example the lunch room) at the site for the purpose of enabling the Union or Union delegates to post any notice in connection with this Agreement or other matters related to the employment of the employees or their Union membership which the Union may require to have posted.

27. UNION DELEGATES

27.1 The Employer recognises the Union delegates who are elected by the employees as the on-site representatives of the Union.

27.2 **Induction of New Employees**

Union delegates will be given up to 10 minutes paid time to meet with new employees and any labour hire workers performing work that would otherwise be covered by this Agreement for the purposes of introducing and explaining this Agreement and Union matters. Except where otherwise agreed, this will occur at the induction of such persons.

27.3 Delegates on-site business.

Union delegates will be allowed, subject to prior notification to and agreement of their supervisor, reasonable paid time to conduct legitimate on-site Union business with workers including collection of information from workers. Such agreement will not be unreasonably withheld. Union delegates shall have reasonable access to resources to perform their role, including a private meeting room and access to a telephone, fax machine, email, intranet and photocopier.

27.4 **Delegate Leave**

The company will allow the union delegate paid leave to attend union events such as training or conferences for up to 8 days in a calendar year, non-cumulative. A

minimum of 4 weeks' notice shall be provided to the company for the taking of such leave.

28. UNION MEETINGS

Workers attending Union meetings on site will be granted paid release for up to one hour ordinary time per meeting, up to four hours in total annually.

28.2 Additional on-site meetings

By mutual agreement of the Employer and the Union, additional on-site meetings may be held to consider and discuss matters relating to this Agreement or the renegotiation of this Agreement. Except where otherwise agreed, seven days notice of the meeting will be given to the Employer. Satisfactory arrangements are to be made for the maintenance of essential services during the meeting.

29. PAYROLL DEDUCTIONS & DIRECT DEBIT RELEASE

Where written authority is provided by the employee, the Employer will deduct union membership fees from the employee's wages or salary and remit them, along with a schedule of such contributions, to the Union at monthly intervals. The employee authorises the Employer to deduct fees when the employee completes a UWU membership card authorising payroll deductions. Where an employee authorises the employer to do so, the employer shall within 7 days send to the UWU such details as are necessary to permit the establishment of a direct debit arrangement for the payment of the employee's union fees. This authority may take the form of a UWU membership form completed by the employee authorising the release of such details.

30. HEAT AGREEMENT

- 30.1 The aim of this clause is to avoid problems associated with high seasonal temperatures in the, workplace, which may include reduced concentration. Protective clothing discomfort, aggravation of pre-existing illness and heat exhaustion or fainting.
- 30.2 The Company recognises the concerns of its employees and contractors that on a day of extreme heat that it is difficult to perform their duties at the required level.
- 30.3 The Company is committed to providing its employees and contractors with a safe and healthy working environment. It is the intention that on such days, the Hot Weather Policy will be implemented when the temperature reaches 35°C.
 - (a) Temperature will be measured from the BOM site (Altona Nth).
 - (b) If the weather forecast is for 35°C or over, the day prior, warehouse management will advise all warehouse staff of a

- 6:30am start (3:00pm finish).
- (c) Once temperature (measured as per above) reaches 35°C an additional 10-minute break can be taken after 12:30pm.
- (d) The additional break cannot be added to any other break.
- (e) If the temperature reaches 40 degrees (measured as per above) a further 5 minutes will be added to the existing additional 10-minute break, bringing it to a 15-minute break.

31. SIGNATORIES

| For RYCO Group | Ptv Ltd at 29 to | 35 Taras Ave A | ltona North 30 | 25. | |
|----------------------|-------------------|-----------------|----------------|---------------|---------------|
| Signatory Name: | | | | | |
| Signatory Address:_ | 19 TARAS | AVE, ALTO. | NA NORTH | | |
| Basis of signatory's | authority to sign | the Agreement | CEO | | |
| Signature: | | | Date | 1/05/2024 | |
| Witness Name and | Address: Sh | oun Hum | phrey | | |
| 29 Tar | as Ave, | Alunta 1 | Vorth | | |
| Witness Signature: | Sty | my - | | | 8 |
| For the Employees | of RYCO Grou | up Pty Ltd – Un | ited Workers | Union | |
| Name: Sam Ro | berts | | | | |
| Address: 833 Bo | | ocklands Vic 3 | 3008 | | |
| Signature: | loberto | | Date | 06/05/2024 | |
| Basis of signatory's | authority to sign | n the Agreement | Director - U | nited Worker | s Union |
| Witness Name and | Address: Jenny | / Burgoyne - 8 | 33 Bourke St | reet, Docklan | ds Vic 3008 |
| Witness Signature: | J.Bure | 300° | | | |