

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/114

**TITLE:** McCormick Foods Australia Pty Ltd - West Ryde Redundancy Enterprise Agreement 2003

**I.R.C. NO:** IRC4/1441

**DATE APPROVED/COMMENCEMENT:** 2 April 2004

**TERM:** 36 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 21 May 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by McCormick Foods Australia Pty Ltd located at 8 Wharf Rd, West Ryde, NSW 2114, who fall within the classifications and coverage of the Grocery Products Manufacture - Manufacturing Grocers Award

**PARTIES:** McCormick Foods Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch

# McCORMICK FOODS AUSTRALIA PTY LTD - WEST RYDE REDUNDANCY ENTERPRISE AGREEMENT 2003

## ARRANGEMENT

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### **1. Title**

This Agreement shall be known as the McCormick Foods Australia Pty Ltd - West Ryde Redundancy Enterprise Agreement 2003 ("the Agreement").

### **2. Parties Bound**

The following parties are bound by this Agreement:

- (i) McCormick Foods Australia Pty Ltd ("the Company");
- (ii) The National Union of Workers, New South Wales Branch ("the NUW"); and
- (iii) All persons employed by the Company that are covered by the scope and incidence of the Grocery Products Manufacture - Manufacturing Grocers Award 2003 and who work at the Company's premises located at 8 Wharf Road, West Ryde in the State of New South Wales ("the Employees").

### **3. Application of Agreement**

This Agreement shall apply to all persons employed by the Company that are covered by the scope and incidence of the Grocery Products Manufacture - Manufacturing Grocers Award 2003 ("the Parent Award"), and who work at the Company's premises located at 8 Wharf Road, West Ryde in the State of New South Wales.

### **4. Period of Operation**

This Agreement will operate for a period of three (3) years from the date it is approved by the Industrial Relations Commission of New South Wales ("the Commission").

### **5. Relationship With Parent Award**

This Agreement will be read and interpreted wholly in conjunction with the Parent Award. This Agreement will prevail over the Parent Award to the extent of any inconsistency.

### **6. Redundancy**

- (i) Application
  - (a) This clause replaces in full any clause of the Parent Award that sets out conditions to apply in circumstances where an employee's employment is to be terminated for reasons of redundancy.

- (b) This clause shall apply in respect of full-time and part-time employees, but not in respect of casual employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one (1) year of continuous service and the general obligation on the Company shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of change

(a) Company's Duty to Notify

- (1) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (2) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the Parent Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Company's Duty to Discuss Change

- (1) The Company shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in paragraph (a) of this sub-clause.
- (3) For the purpose of such discussion, the Company shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

(iii) Redundancy

(a) Discussions Before Terminations

- (1) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing done by anyone pursuant to sub-paragraph (1) of paragraph (a) of sub-clause (ii) above, and that decision may lead to the termination of

employment, the Company shall hold discussions with the employees directly affected and with the union to which they belong.

- (2) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of subparagraph (1) of this sub-clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion, the Company shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

(b) Selection Criteria

The selection criteria for employees to be made redundant will be objectively based, taking in to account the future operational requirements of the Company. After the Company has decided to make employees redundant, the selection criteria will be finalised after consultation with the employees concerned and the union to which they belong.

(iv) Termination of Employment

(a) Notice

- (1) In order to terminate the employment of an employee by reason of redundancy, the Company shall give to the employee four (4) weeks' notice.
- (2) If, during a period of notice, the Company decides that there is no further work available to be performed by an employee selected to be terminated, the Company can instead make payment in lieu of part or all of the period of notice. In this situation, an employee's redundancy entitlements will be calculated to the end of the period of notice as if the entire period of notice had been worked by the employee.

(b) Time Off During the Notice Period

- (1) During the period of notice of termination given by the Company, an employee shall be allowed up to one (1) day of time off without loss of pay during each week of notice, to a maximum of four (4) weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than (1) one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(c) Employee Leaving During the Notice Period

If, during a period of notice, an employee selected to be terminated in accordance with this clause chooses to leave employment with the Company prior to the expiry of the period of notice, that employee's redundancy entitlements will be calculated to the employee's last day of employment with the Company.

(d) Statement of Employment

The Company shall, upon receipt of a request from an employee whose employment has been terminated in accordance with this clause, provide to the employee a written statement specifying

the period of the employee's employment and the classification of or the type of work performed by the employee.

(e) Notice to Appropriate Government Agency

Where a decision has been made to terminate employees in accordance with this clause, the Company shall notify the Appropriate Government Agency as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(f) Employment Separation Certificate

The Company shall, upon receipt of a request from an employee whose employment has been terminated in accordance with this clause, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

(g) Long Service Leave

An employee whose employment has been terminated in accordance with this clause will be entitled to payment on termination of employment of accrued long service leave after at least five (5) years completed service with the Company in accordance with the *Long Service Leave Act 1955* (NSW).

(h) Annual Leave

An employee whose employment has been terminated in accordance with this clause will be entitled to payment on termination of employment for all untaken annual leave.

(i) Accrued Sick Leave

An employee whose employment has been terminated in accordance with this clause will be entitled to payment on termination of employment for all accrued sick leave entitlements.

(j) Superannuation

The Company will ensure that all superannuation entitlements of an employee whose employment has been terminated in accordance with this clause will be paid in accordance with the requirements of the relevant superannuation legislation and deeds of the appropriate fund.

(k) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of sub-clause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated in accordance with this clause, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(v) Severance Pay

(a) Where an employee is to be terminated pursuant to sub-clause (iv) of this clause, the Company shall pay the following severance pay in respect of a continuous period of service:

(1) Four (4) weeks pay for each completed year of service with any service less than a completed year calculated on a pro-rata basis.

(2) In addition to the total severance payment provided by subparagraph (1) of this subclause, an employee over the age of 45 years will receive a one-off payment of two (2) weeks additional severance pay, irrespective of the employee's length of service.

(3) A 'weeks pay' means the rate of pay received by an employee for the ordinary time worked in a week.

(b) Itemising final payment

The final payment of an employee whose employment has been terminated in accordance with this clause will be accompanied by a sheet prepared by the Company fully itemising the final payment.

(c) Alternative Employment.

An employee selected to be made redundant is not entitled to, and shall not receive, any redundancy payments or benefits provided for in this Agreement if the Company offers the employee adequate alternative employment.

(vi) Transmission of Business

If an employee bound by this Agreement is offered employment by a new employer where the new employer becomes the successor, transmittee or assignee (whether immediate or not) of the whole or part of the Company's business ("the transmittee"):

(a) the continuity of the employment of the employee will be deemed not to have been broken by reason of such succession, transmission or assignment;

(b) the period of employment which the employee has had with the Company will be deemed to be service of the employee with the transmittee; and

(c) the employee is not entitled to, and shall not receive, any redundancy payments or benefits provided for in this Agreement.

## **7. Dispute Resolution Procedure**

In the event of a dispute arising in relation to the operation of this Agreement, the parties will apply the dispute resolution procedure as set out in the Parent Award.

SIGNATORIES

Signed for and on behalf of McCormick Food Australia Pty Ltd:

Name: \_\_\_\_\_

Title: Human Resources Manager

Signature: \_\_\_\_\_

Date: 18 / 02 / 04

Witnessed by:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: 18 / 02 / 04

Signed for and on behalf of the National Union of Workers, New South Wales Branch:

Name: \_\_\_\_\_

Title: State Secretary

Signature: \_\_\_\_\_

Date: 05 / 01 / 04

Witnessed by: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: 05 / 01 / 04