

# ENTERPRISE AGREEMENT

NO: E.A. 205 /1996

DATE REGISTERED: 18-7-96

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**OUTBOARD MARINE CORPORATION (AUSTRALIA) PTY LIMITED**  
**WAREHOUSE ENTERPRISE AGREEMENT - 1995**

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**1. TITLE**

This Agreement shall be referred to as the Outboard Marine Corporation (Australia) Pty Limited Warehouse Enterprise Agreement 1995.

**2. AREA, INCIDENCE AND PARTIES BOUND**

This Agreement shall be binding upon Outboard Marine Corporation (Australia) Pty Limited ("the Company") and the Warehouse employees of

*TS*  
*G.P. Davis*  
*R.*

Outboard Marine Corporation (Australia) Pty Limited ("the Storemen") at 56 Canterbury Road, Bankstown in respect of the Company's warehouse staff and shall regulate the rates of pay and conditions of employment of the Storemen.

**3. DATE OF OPERATION**

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of approval by the Industrial Registrar under the provisions of the Industrial Relations Act 1991 ("the Act") and shall remain in force for a period of 12 months from such date. The 4% wage increase provided for in Clause 8 takes effect on and from the date of registration. Employees covered by the agreement at the date of registration will receive the increase from 1 October 1995 or the date of employment whichever is later.

**4. RELATIONSHIP TO PARENT AWARD**

The Storemen & Packers General (State) Award will continue to regulate the rates of pay and conditions of employment covered by this Agreement, except to the extent that such rates and/or conditions of employment have been varied by this Agreement in which case the provisions of this Agreement shall apply.

**5. AIM OF THE AGREEMENT**

- 5.1 The parties to this Agreement recognise that this Agreement represents an important step in maintaining and building upon the Company's market share and profitability by providing products of the highest quality at the lowest possible cost, excellent customer service and well trained and motivated employees.

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- 5.2 The parties agree that the objectives of this Agreement are to facilitate the maintenance of the efficiency and prosperity of the Company's business for the benefit of its employees, customers, shareholders and the community at large; and the development and maintenance of the most productive and harmonious working relationship possible.
- 5.3 The parties recognise that an important factor in achieving these objectives is to develop a working environment in which all employees are involved in decisions affecting them, employees care about their jobs and each other, have the opportunity to achieve their full potential, take pride in themselves and their contributions, and benefit from the success of their efforts.

To this end, the parties agree to the desirability of:

- 5.3.1 recruitment of employees and the establishment of terms and conditions of employment based on the specific needs of the Company's operations;
- 5.3.2 constantly seeking improvements in safety, quality, efficiency, housekeeping and work environment;
- 5.3.3 taking all steps necessary to avoid any action which disrupts continuity of operating by resolving employee concerns effectively and speedily through full and open communication and agreed consultative, negotiation and grievance procedures;
- 5.3.4 training, re-training and the development of employees to enable them to broaden their skills, grow to their potential and meet the needs of changing customer preferences and technology;
- 5.3.5 developing working relationships on the basis of co-operation,

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mutual trust, understanding and sincerity and to the fullest extent possible to avoid confrontation tactics;

5.3.6 establishing and maintaining open and direct communication with all employees on matters of mutual interest and concern; and

5.3.7 supporting and maintaining standards of conduct and attendance necessary to ensure a safe, responsible and efficient operation.

## 6. DEVELOPMENT AGREEMENT

6.1 The measures detailed below have been or are in the process of being implemented and are designed to give real and demonstrable gain in demonstrable gain in productivity and efficiency.

The parties acknowledge the requirement for the creation of mutual trust, co-operation and common understanding.

The practical application of these shared values will enable the total enterprise to:

- meet existing and new customer demands
- effectively use existing and new technologies
- develop new work organisations
- change the balance of skills and knowledge

The purpose of this development agreement is to establish a framework which will provide two-way communication, influence decision-making and allow the enterprise to utilise employee knowledge and experience

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constructively.

The parties acknowledge an obligation to consult fully on all issues regarding the workplace reform process affecting the workforce, for example:

- the introduction of new technology
- a frank and open exchange of Company performance information provided that the information is within the knowledge or jurisdiction of the Company's management personnel and is not commercially sensitive.

#### 6.1.1 **Restructuring**

The Storemen agree to participate in the methods and outcomes of restructuring to meet the changing market needs. Where individual jobs are substantially changed, the Company Redundancy Agreement will apply.

#### 6.1.2 **Rostered Days off**

The ordinary working hours,, exclusive of meal breaks, shall average 38 hours per week, Monday to Friday.

Employees shall accordingly be entitled to the following schedule of Rostered Days Off (RDO):

- (a) Six RDO's which shall be taken as time off from work on normal pay;
- (b) Six RDO's which shall be taken as time off from work

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on normal pay or, alternatively, be worked and paid for at the appropriate overtime rate. The option shall be at the discretion of the employee.

RDO's referred to in (a) to be taken in the months April through September and will be scheduled in the month they fall due and according to the custom and practice of the employer for such RDO's.

RDO's referred to in (b) that are worked by the employee and paid for at the appropriate overtime rate, the actual payment shall occur in the same pay period in which the RDO falls. RDO's referred to in (b) that are to be taken as time off from work will be scheduled in the months April through September.

**6.1.3 Flexible hours**

- (i) The span of typical work times to apply shall be 8.00 am to 4.30 pm.
- (ii) By mutual agreement between the employer and the employee, employees may be required to commence or finish outside the span of typical work times at ordinary rates of pay as long as this is within the span of ordinary hours of the parent Award.

**6.1.4 Meal Breaks**

By agreement between the employer and the employees, meal

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breaks shall be of a duration of thirty (30) minutes to be taken between 1.00 pm and 2.00 pm. The employer may roster employees between these times.

6.1.5 **Superannuation**

By agreement the employer shall have discretion on the fund.

6.1.6 **Wages**

By agreement all weekly wages earners will be paid by Electronic Fund Transfer direct into a Bank. The choice of bank will be at the discretion of the employee.

6.1.7 The storemen agree to two weekly pay periods which may be introduced at the Company's discretion.

6.1.8 **Quality Accreditation**

Employees agree to support the Company in the continuance of the systems implemented which resulted in the Standards Australia Quality Assurances Pty Ltd registering the Company as a Quality Endorsed Company in 1993.

6.1.9 **Six Sigma**

Employees agree to support the Company's Quality Program (Six Sigma).

*AS*  
*M. Dawson*  
*R.*



## 7. GRIEVANCES AND DISPUTE RESOLUTION PROCEDURE

7.1 The objective of this procedure is to promote the resolution of disputes by way of consultation, co-operation and discussions and to avoid interruptions to the performance of work and the consequential loss of production and wages.

7.1.1 When a grievance or dispute arises, or is considered likely to arise, the following steps are to be followed:

**Step 1:** The matter shall be discussed between the employee/s and their supervisor. If the matter remains unresolved, follow Step 2.

**Step 2:** The matter shall be discussed between the employee/s, the Union Delegate, the Supervisor and the Department Manager in an endeavour to resolve the matter within 24 hours. If the matter remains unresolved follow Step 3.

**Step 3:** The matter shall be discussed between the employee/s, the Delegate, the Department Manager and the Management Representative.

**Step 4:** If the employee/s is/are dissatisfied with the decision as provided in Step 3, he/she/they shall request that the Delegate take the matter to the Department Manger and the Management Representative, together with an official of the Union. If the matter remains unresolved follow Step 5.

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**Step 5:** The matter shall be referred to the Union Secretary (or his nominee) who shall request a conference with the Managing Director for his decision.

7.1.2 If the matter remains unresolved following Step 5, then the matter may be referred by either party to the NSW Industrial Relations Commission to exercise its powers and functions under the Act.

7.1.3 For the completion of the various stages of the discussion throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.

7.1.4 The Company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

7.1.5 The parties recognise that existing Union meetings will continue to take place, where appropriate advance notification is given to the Management Representative.

7.1.6 The status quo is to remain whilst the dispute is in progress.

## 8. RATES OF PAY

Commencing from the first pay period after the registration of this agreement subject to the provisions in Clause 3 - Date and Period of Operation of this Agreement actual rates of pay shall be increased by 4%. The 4% shall be calculated on the enterprise rate of pay which includes the the award rate plus an overaward payment plus any previous enterprise

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agreement increases. This rate is recorded in the Company's time and wage records books.

**9. PROVISIONS FOR REDUNDANCY**

The Redundancy Agreement attached will specify the redundancy provisions and procedures.

**10. BONUS ENTITLEMENT SCHEME**

Employees who lawfully terminate their employment or whose services are terminated by the Company for reasons other than misconduct or unsatisfactory performance shall be entitled to receive payment equal to the value of sick leave accumulated (ie. untaken) since their first anniversary of employment after 1 October 1995.

**11. STATE FAMILY LEAVE AWARD**

It is agreed that, once ratified in the Court, the State Family Leave provisions will be adopted and implemented as part of this Agreement.

**12. NO FURTHER CLAIMS**

The Storemen will not make any further wage claims in relation to the issues contained in Clauses 1 to 9 above.

**13. DECLARATION**

The parties declare that this Agreement;

(i) is not contrary to the public interest;

  
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- (ii) is not unfair, harsh or unconscionable;
- (iii) was not entered into under duress; and
- (iv) is in the interests of the parties.


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14. NEGOTIATING THE NEXT AGREEMENT

14.1 The parties agree to commence negotiations on a new agreement no later than 1 September, 1996.

14.2 In the event that the parties fail to negotiate a new Agreement and this Agreement is terminated in accordance with the provisions of the Act, employees will revert to the appropriate award, provided there shall be no reduction in the rates of pay applicable at the time the Agreement is terminated.

This Agreement is made at Sydney on the 29<sup>th</sup> day of September 1995.

  
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Signed on behalf of the Company:  
OUTBOARD MARINE CORPORATION (AUST)  
PTY LIMITED

Date:

16/11/95

  
  
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Signed on behalf of the Works Committee

Date:

4-1-96

OUTBOARD MARINE CORPORATION  
(AUSTRALIA) PTY LIMITED

Agreement concerning severance terms and conditions with employees who are members of the following Unions

FEDERATED CLERKS' UNION OF AUSTRALIA

NATIONAL UNION OF WORKERS

at Outboard Marine Corporation (Australia) Pty. Limited,  
Bankstown, New South Wales.

THIS AGREEMENT made on the third day of December 1993 is applicable to all employees who are retrenched from the Bankstown facility.

*Clause 1:*

The Company agrees to a lump sum payment for service with the Company on the basis of three weeks pay for each year of service, including pro rata payment for part years of service. Any employee who has one year of service and less than two years of service will receive a minimum of four weeks wages in accordance with the Award.

*Clause 2:*

The Company agrees to issue a "Certificate of Service" to all retrenched personnel should they expressly require it.

*Clause 3:*

The Company agrees to give each retrenched employee a Statement of Termination Payment upon termination as required by the Commissioner of Taxation.

*Clause 4:*

The Company agrees that employees who are retrenched may resign at any time during the notice period to accept alternative employment without loss of entitlements under this Agreement.

*[Handwritten signature]*  
*[Handwritten initials DS]*

*Clause 5:*

Under the terms of this Agreement where an employee who is offered an alternate position within the Company declines to accept the position he or she shall be paid on termination full entitlements. Should an employee accept an alternative position to which he or she is unsuited the Company or the employee may terminate the arrangement within one month with payment of all entitlements under this Agreement.

*Clause 6:*

Seventeen and one-half percent holiday loading to be paid on annual leave entitlement on termination due to retrenchment.

*Clause 7:*

The Company will observe the last on first off principle. The Company reserves the right however to make exceptions to this principle after discussions with the Unions where long term or other considerations prevent complete adoption of the principle.

*Clause 8:*

The Company agrees to pay accumulated untaken sick leave, if any. Untaken sick leave for the current year will be taken into calculation on the basis of pro-rata inclusion if the retrenchment is taken in the first six months of the current year and full inclusion of untaken sick leave if the retrenchment occurs in the second half of the current year.

*Clause 9:*

The Company agrees to pay an age allowance on a percentage of the sum calculated under Clause 2, including statutory and sick leave entitlements of this agreement as follows:-

45 - 49 years	2.5%
50 - 55 years	5.0%
56 - 60 years	7.5%
61 - 65 years	12.5%

*Clause 10:*

Long Service Leave will be paid on a pro-rata from employment date in lieu of Metal Industry (Long Service Leave) Award.


*Clause 12:*

This agreement supersedes all previous agreements and when accepted and signed by the parties mentioned herein shall be effective from the third day of December 1993.

*IS*  
*[Signature]* 2

IN WITNESS WHEREOF the parties hereto have set their hands  
the day and year first hereinbefore written

SIGNED for an on behalf of )  
OUTBOARD MARINE CORPORATION )  
(AUSTRALIA) PTY. LIMITED )



SIGNED for an on behalf of )  
FEDERATED CLERKS' UNION OF )  
AUSTRALIA )



SIGNED for an on behalf of )  
NATIONAL UNION OF WORKERS )  
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