

ENTERPRISE AGREEMENT

NO: E.A. 223 /1996

DATE REGISTERED: 2-8-96

PRICE: \$ 28 - 00

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

CONTENTS	CLAUSE NO.
Aim of the Agreement	5
Area, Incidence and Parties Bound	2
Bonus Entitlement Scheme	10
Date of Operation	3
Declaration	13
Development Agreement	6
Grievances and Dispute Resolution Procedure	7
No Further Claims	12
Negotiating the Next Agreement	14
Provisions for Redundancy	9
Rates of Pay	8
Relationship to Parent Award	4
State Family Leave Award	11
Title	1

**1. TITLE**

This Agreement shall be referred to as the Outboard Marine Corporation (Australia) Pty Limited Office 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 Clerical employees of Outboard Marine Corporation (Australia) Pty Limited ("the Clerical

*[Handwritten signatures and initials]*  
KF      RG

employees") at 56 Canterbury Road Bankstown and shall regulate the rates of pay and conditions of employment of the clerical employees.

### **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 Clerks' (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.

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

   
KJ 

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 the 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, mutual

*[Handwritten signatures and initials]*

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 productivity and efficiency.

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

It is the parties' desire to establish Outboard Marine Corporation (Australia) Pty Limited as a Learning Enterprise. That is, an enterprise where individuals, teams and the enterprise itself are continually learning and sharing in the development, transfer and use of knowledge and skills for the creation of a dynamic advantage through continual improvement.

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 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 **Multiskilling**

By mutual agreement, employees agree to training to allow greater flexibility between departments.

It is further acknowledged that multi-skilling will benefit employees by providing additional work skills.

An employee, whilst called upon to perform the duties normally performed by an employee in a higher grade (such as a Clerk covered by this Agreement "covering" for a Manager whilst absent) will receive an additional payment which will be determined by agreement of the employee and the employer with regard to the level of extra skill the employee has to exercise. This clause shall not apply when the time period is of less than four (4) hours duration in any one (1) day.

*[Handwritten signature]*

*KF*

*[Handwritten mark]*

*R2*

6.1.2      **Restructuring**

The Clerks 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.

6.1.3      **Flexible hours**

The clerical employees may start or finish outside the normal work hours at ordinary rates of pay as long as this is within the span of ordinary hours of the parent Award.

6.1.4      **Flexitime**

Start            8.00 am  
Finish          5.00 pm  
Core Time      8.30 am - 4.30 pm

6.1.5      **Lunch Time**

Lunch break shall be a minimum of 30 minutes and a maximum of 60 minutes.

Lunch to be taken between 12.00 - 2.00 pm

*[Handwritten signature]*

K.F.

*[Handwritten initials]*  
RC

6.1.6

### **Flex Days**

#### Working Hours

<u>Hours</u>	<u>Flex Days</u>	<u>Cycle</u>
8	12	4

The clerical employees shall accordingly be entitled to the following flex days:

- (i) Six days to be taken as time off from work on normal pay. The employer may roster these days.
- (ii) Six days to be taken as time off from work on normal pay or, alternatively, be worked and paid for at the appropriate overtime rate. The option shall be at the employee's discretion.

6.1.7

### **Roster for Reception**

The clerical employees agree to a roster system to obviate the need to hire casuals to cover reception flex days and sick leave.

The clerical employees agree to undergo appropriate training in reception and telephone answering techniques.

6.1.8

### **Quality Accreditation**

The clerical employees agree to support the Company in the continuance of the systems implemented which resulted in the

*[Handwritten signatures and initials]*  
KJ  
RE



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).

6.1.10 **Pay**

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

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

6.1.11 **Superannuation**

By agreement the employer shall have discretion on the fund.

6.1.12 **Grading**

By agreement, the Company will defer the grading of clerks until the proposed grading structure has been ratified by the Industrial Relations Commission.

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:** 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 Manager and the Management Representative, together with an official of the Union. If the matter remains unresolved follow Step 4.

**Step 4:** 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 4, then the matter may be referred by either party to the NSW Industrial Relations Commission to exercise its powers and functions under the Act.

*[Handwritten signature]*  
K.J.  
*[Handwritten initials]*

- 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 from 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 award rate plus the overaward payment plus any previous enterprise 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.



K.J.



**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 Commission, the Clerks (State) Award provisions in regard to family leave will be adopted and implemented as part of this Agreement.

**12. NO FURTHER CLAIMS**

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

*[Handwritten signatures and initials]*

**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 \_\_\_\_\_ day of September 1995.

Signed on behalf of the Company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date:



This Agreement is made at Sydney on the            day of September 1995.

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



Date: 1-10-95

Signed on behalf of the  
Works Committee:

M. CHURCH

---



Date: 01-10-95

---

R Gray

---

ROBYN GRAY

---

1-10-95

---

K. FISHER

---

R. Fiske

---

Date: 1-10-95

---