

ENTERPRISE AGREEMENT

NO: E.A. 98 /1993

DATE REGISTERED: 5-7-93

PRICE: \$ 10-00

ENTERPRISE AGREEMENT BETWEEN HARBOUR DATA SERVICES PTY. LTD. AND A WORKS COMMITTEE REPRESENTING EMPLOYEES IN THE OCCUPATION OF DATA PROCESS OPERATOR AND CLERKS

1. Title

This agreement shall be known as "Harbour Data Services Enterprise Agreement".

2. Parties to the Agreement

This agreement is made pursuant to Sections 115-142 of the Industrial Relations Act, 1991, between Harbour Data Services Pty. Ltd. of Level 1, 410 Elizabeth Street, Surry Hills of the one part and a Works Committee representing employees in the occupation of Data Process Operator and Clerks of the other part.

3. Incidence

This agreement shall regulate partially the terms and conditions of employment and apart from clauses specified in this agreement all other clauses of the Clerks (State) Award shall apply.

4. Intention

This agreement shall only apply to employees in the occupation of Data Process Operator and Clerks within the meaning of the Clerks (State) Award.

5. Duress

This agreement was not entered into under duress by any party to it.

6. Term

This agreement shall operate from the date of registration and shall remain in force for a period of three (3) years unless varied or terminated earlier by the provisions of the Industrial Relations Act, 1991.

7. Hours

- (i) The ordinary hours of work of weekly, part-time and casual employees, exclusive of meal breaks, shall not exceed 38 hours per week to be worked between the hours of 6.00 a.m. and 9.00 p.m. on Monday to Saturday inclusive.

- (ii) Employees required to work on Saturdays as part of their ordinary hours shall be paid the appropriate Saturday Loadings prescribed by the Clerks (State) Award.

8. Overtime

All time worked in excess of 38 hours per week or outside the hours of 6.00 a.m. to 9.00 p.m. on Monday to Saturday shall be overtime and shall be paid for at the single time rate.

9. Sundays and Holidays

- (i) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and other day gazetted as a public holiday for the State shall be holidays for the purpose of this agreement.
- (ii) No deductions shall be made from the wages of weekly or part-time employees for the week in which any of the holidays, referred to in subclause (i) of this clause, fall, providing an employee would have worked had the day not been a public holiday.
- (iii) For work done on any of the holidays referred to in the said subclause single time rate shall be paid with a minimum payment for two hours work.
- (iv) For work done on a Sunday double ordinary time with a minimum payment for two hours' work shall be paid.

10. Temporary Assignments

Employees covered by this agreement agree to work on temporary assignment at various sites and locations as required by the employers from time to time.

11. Grievance and Dispute Handling Procedure.

In an endeavour to promote harmonious industrial relations between employees and management of the company and to achieve the satisfactory resolution of grievances and disputes without loss of pay or production, the following procedure shall adhered to by all parties:

- (i) An employee who has a grievance and/or dispute shall raise the matter with the relevant Supervisor. The Supervisor will regard any matter so raised as urgent and will make every effort to resolve the issue as early as practicable and within 48 hours.
- (ii) If the matter cannot be resolved by the Supervisor the grievance and/or dispute shall be referred to the management of the company.

- (iii) Discussions will then be held between management of the company, the Supervisor and the employee(s) concerned and/or a representative of the employee.
- (iv) If the steps referred to herein have not satisfactorily resolved the grievance and/or dispute, the matter may be referred to the Industrial Relations Commission of NSW should either party wish to progress the matter.
- (v) Parties to this procedure agree that during all stages of attempts being made to resolve a particular matter that normal work shall continue.

Signed for an on behalf of
Harbour Data Services Pty Ltd

Reginald Mason
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Sandra Fountain
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Witness

Signed by the Works Committee

Jan Lacey
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Chairperson

Sandra Fountain
.....
Witness

J. L. Hacala
.....
Member

Sandra Fountain
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Witness

Margaret Fitzpatrick
.....
Member

Sandra Fountain
.....
Witness