

ENTERPRISE AGREEMENT

NO: E.A. 278 /1994

DATE REGISTERED: 4-8-94

PRICE: \$ 10-00

Sydney City Mission Triple Care Farm Enterprise Agreement

May 1994

Sydney City Mission Triple Care Farm Enterprise Agreement

1.0 Parties to The Agreement

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of the said Act, entered into between the Sydney City Mission of 4-10 Campbell Street, Sydney in NSW of the one part and those employees of Sydney City Mission employed at Triple Care Farm, Jamberoo Road, Robertson NSW, as full-time welfare workers, of the other part.

It is agreed by the parties as follows:

2.0 Title Of Agreement

This agreement shall be known as the Sydney City Mission Triple Care Farm Enterprise Agreement.

3.0 Definitions

3.1 For the purposes of this agreement the following definitions shall be adopted.

1. "Agreement" shall mean the "Sydney City Mission Triple Care Farm Enterprise Agreement".

2. "Employee" shall mean any person who works under the direction of the employer and receives consideration (payment) in terms of this agreement, and whose occupation is one which would normally be subject to regulation by the Award.

3. "Employer" shall mean the body directing the employees in this agreement, being the company known as Sydney City Mission and its appointed delegates.

4. "Enterprise" shall mean the Triple Care Farm of the Sydney City Mission.

5. "The Act" shall mean the Industrial Relations Act 1991 (NSW).

6. "The Award" shall mean the Social And Community Services Employees (State) Award.

7. "Camp" shall mean a temporary period spent by design away from the permanent residences of Triple Care Farm, accommodation for the period being one or more of tents, caravans and temporary housing.

4.0 Intention

4.1 This agreement shall only apply to full-time employees in the occupations identified, situated at Triple Care Farm, Jamberoo Road, Robertson in NSW.

5.0 Duress

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

6.0 Incidence

6.1 The agreement shall regulate partially the terms and conditions of employment previously regulated by the Social And Community Services Employees (State) Award.

6.2 The agreement shall govern the following conditions of employment. All other conditions of employment shall be regulated by the Award and relevant legislation.

7.0 Salary Rates

7.1 The rates of pay as set out in the Social and Community Services Employees (State) Award shall apply.

7.2 Any employee in receipt of an over-award payment shall not be paid any less consequent to the making of this agreement.

8.0 Salary Packaging

8.1 By mutual agreement with the employer an employee may elect to receive:

a) the benefit of services provided by the employer, to a maximum of \$5,200.00 per financial year; plus

b) an amount in salary equal to the difference between salary calculated in accordance with the rates prescribed in the Award, and the amount agreed with the employer from time to time for the benefit received by the employee from the employer, provided that where the employer alters the nature of the benefit the employee may elect to be paid the Award rate and no longer receive the benefit of services provided by the employer.

8.2 The employer may determine the range of benefits which are offered to the employee, subject to any relevant Taxation Office guidelines.

8.3 The employee may determine, within the benefits offered by the employer, the mix and level of benefits they elect to receive.

8.4 An employee who takes any paid leave shall receive the benefits and salary they have elected to receive.

8.5 Any other payment calculated by reference to an employee's salary and payable:

a) during employment;

b) on termination of employment;

c) on death,

shall be at the rate of pay which would have applied to the employee under the Award, or any over-Award rate applicable, if salary-packaging had not been in use.

8.6 Change to the taxation legislation and/or Australian Tax Office rulings which validate salary-packaging arrangements, during the term of this agreement, shall be sufficient reason to re-negotiate this agreement.

9.0 Sick Leave

9.1 Sick Leave entitlements as provided under the Award shall apply to employees covered by this agreement.

10.0 Hours of Work

- 10.1 Hours of work for employees covered by this agreement shall be regulated in accordance with the provisions of the Award.
- 11.0 Attendance at Camps**
- 11.1 Employees shall be available to operate at least 4 camps per calendar year for client residents of Triple Care Farm.
- 11.2 An employee's attendance at any and each such camp shall be for 3 contiguous working days, and shall involve sleeping over at the camp on the intervening nights.
- 11.3 Payment for camp attendance shall be as for a normal week, that is, 40 hours pay at the employee's single time rate.
- 11.4 An employee who has attended a camp shall not be required for duty for the four days immediately following that camp.
- 11.5 No sleep-over allowances and no excursion allowances shall be payable in respect of employees' attendances at camp.
- 12.0 Term**
- 12.1 This agreement shall operate from the date of registration and shall remain in force for a period of twelve months unless varied or terminated earlier by the provisions provided by the Act.

SIGNED:	DATE	WITNESSED:
<u>[Signature]</u>	22/4/94	<u>B. Parker</u>
<u>J. Summers</u>	22/4/94	<u>B. Parker</u>
<u>P. Murphy</u>	22/4/94	<u>B. Parker</u>
<u>[Signature]</u>	22/4/94	<u>B. Parker</u>
<u>[Signature]</u>	22/4/94	<u>B. Parker</u>
<u>R. Benson</u>	22/4/94	<u>C. Parker</u>
<u>M. Moss</u>	29/4/94	<u>B. Parker</u>
	94	<u>B. Parker</u>

SIGNED ON BEHALF OF SYDNEY CITY MISSION: E. P. Dandall DATE 19/5/94

WITNESSED: [Signature] 19/5/94