

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/188**

**TITLE: Mercy Centre Lavington Enterprise Agreement 2001**

**I.R.C. NO: 2001/2700**

**DATE APPROVED/COMMENCEMENT: 2 May 2001**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 29 JUNE 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 3**

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees who works in Mercy Centre Lavington engaged in the category of Social Welfare and Social Welfare Assistant under the Social and Community Services Employees (State) Award

**PARTIES: Mercy Centre, Lavington Limited -&- Leon Fish, Bogusia Kipper.**





**MERCY CENTRE LAVINGTON      ENTREPRISE AGREEMENT      2001**

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**1. TITLE**

This agreement shall be known as the Mercy Centre Lavington Enterprise Agreement.

**2. PREAMBLE**

- 2.1. This Agreement is made with the object of implementing work practices which provide for flexibility to arrange work hours to suit the situation and to increase the benefits available to staff for the work undertaken as employees of the Mercy Centre.
- 2.2. The employer will be able to ensure that the right number of employees are available at the right time.
- 2.3. The employees will have increased job security and an increased ability to progress to permanent part time rather than to be employed as casual employees.
- 2.4. Staff morale will be increased by the ability of the Mercy Centre to provide benefits to staff through salary packaging while limiting the cost of those benefits to the Mercy Centre.



### 3. PARTIES BOUND

- 3.1. The parties bound by this Agreement are:
- 3.2. The Mercy Centre Lavington; and
- 3.3. Staff employed by the Mercy Centre Lavington in the category of Social Welfare Worker and Social Welfare Assistant under the Social and Community Services Employees (State) Award.

### 4. RELATIONSHIP TO PARENT AWARD

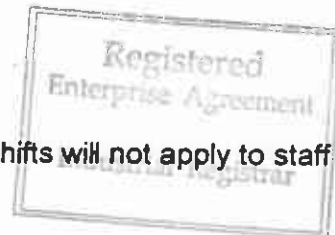
- 4.1. This Agreement will be read in conjunction with the Social and Community Services Employees (State) Award (the Parent Award).
- 4.2. Where there is any inconsistency between this Agreement and the Parent Award, this Agreement shall prevail.

### 5. SPLIT SHIFTS

- 5.1. For the purposes of defining a *shift* worked by staff of the Mercy Centre Lavington, the following shall apply.
- 5.2. Any period of time (being a minimum of two hours and a maximum of twelve hours) worked within a fourteen hour time span will be deemed to be a *shift* worked by staff.
- 5.3. The time worked within the fourteen hour time span may be in a continuous period or in more than one period (as described in 5.2) broken by time when the staff member is not employed.

### 6. INACTIVE SLEEPOVER

- 6.1. The requirement for a ten hour break between shifts will not apply to staff who work an inactive sleepover.
- 6.2. This exception will apply only to each twenty-four hour period in which an inactive sleepover is worked by an individual member of staff.



### 7. SALARY PACKAGING

- 7.1. It is agreed between the Mercy Centre and staff employed by the Mercy Centre, that part of the cash component of salary paid to staff may, by agreement between the Mercy Centre and the individual staff member, be converted to other benefits of the same value.
- 7.2. The percentage of salary to be provided as other benefits, and the benefits to be provided will be a matter of negotiation to be agreed between individual staff members and the Mercy Centre.

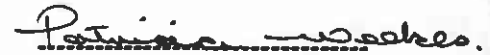
**8. ORDINARY HOURS**

- 8.1. Where it is agreed between an individual staff member and the Mercy Centre that a number of shifts shall be worked which exceed an average of thirty-eight hours each week, over a four week period, the ordinary hours may be increased to an average of forty hours each week, over a four week period.
- 8.2. In the circumstances set out in 8.1. (above) ordinary rates of pay will apply to the ordinary hours worked.


**9. DATE OF EFFECT AND PERIOD OF OPERATION**


- 9.1 This Agreement shall come into effect on the date of ratification by the Industrial Relations Commission.
- 9.2 This Agreement shall operate for a period of two years.
- 9.3 If this agreement is not replaced by a subsequent agreement at or before the date of expiry, this agreement shall continue to operate until such time as it is replaced by a subsequent agreement.


For and on behalf of the Mercy Centre Lavington

  
Patricia Weekes RSM  
Chief Executive Officer

For and on behalf of staff of Mercy Centre Lavington

  
Elected Representative 1.  
LEONARD FISH.

  
Elected Representative 2.  
Industrial Registrar

  
Witness ROBERT JAMES MAHAFFEY JR.  
Reg No. 7910043