

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/45

TITLE: Hammond Care Dementia Specific Facilities Enterprise Agreement

I.R.C. NO: 97/6378

DATE APPROVED/COMMENCEMENT: 9 February 1998

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Specialised Dementia Carer Grades 1 and 2 at Hammond Care Group Specific Facilities, Judd Avenue, Hammondville 2170

PARTIES: The Hammond Care Group -&- Margaret Aitken, Patricia Angell, Elizabeth Boots, Brenda Childs, Kim Davies, Lyndall Dent, Suzy Edwards, Valerie Evans, Glenn Fernandes, Evelyn Gilbang, Barbara Griffiths, Ephraim Janson, Colleen Johnston, Frances Jones, Sharon Jordan, Patricia McDonald, Elaine Murnane, Darlene O'Connor, Isobel Opie, Ursula Preiss, Elizabeth Wise, Xiao Yang, Nicole Simms, Melanie Copland, Joanne Knopp and Joanne Innes



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ENTERPRISE AGREEMENT - HAMMOND CARE GROUP

1. Title of the Agreement

The Hammond Care Dementia Specific Facilities Enterprise Agreement

2. Parties to the Agreement

The enterprise agreement is made in accordance with:

- a) the provisions of sections 32 - 47 of the Industrial Relations Act, 1996; and
- b) the principles for approving enterprise agreements as provided by section 33(1) of the Act.

The parties to this enterprise agreement are the Hammond Care Group and the following staff of Hammond Care's dementia specific facilities:

✓ Margaret Aitken ✓	✓ Brenda Childs ✓
✓ Suzy Edwards ✓	✓ Evelyn Gilbang ✓
✓ Ephraim Janson ✓	✓ Sharon Jordan ✓
✓ Elaine Murnane ✓	✓ Ursula Preiss ✓
✓ Patricia Angell ✓	✓ Kim Davies ✓
✓ Valerie Evans ✓	✓ Barbara Griffiths ✓
✓ Colleen Johnston ✓	✓ Darlene O'Connor ✓
✓ Elizabeth Wise ✓	✓ Lyndall Dent ✓
✓ Elizabeth Boots ✓	✓ Glenn Fernandes ✓
Nicole Simms ✓	✓ Frances Jones ✓
✓ Patricia McDonald ✓	✓ Isobel Opie ✓
✓ Xiao Yang ✓	Joanne Knopp ✓
Melaine Copland ✓	Joanne Innes ✓

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3. The Enterprise

The Enterprise for which the agreement was made is the Hammond Care's dementia specific facilities, The Hammond Village, Judd Avenue, Hammondville NSW 2170

4. Intention

This agreement shall only apply to employees in the Specialised Dementia Carer Grades 1 & 2 situated in Hammond Care Group facilities

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A handwritten signature in dark ink, appearing to be "D. Smith".

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5. Duress

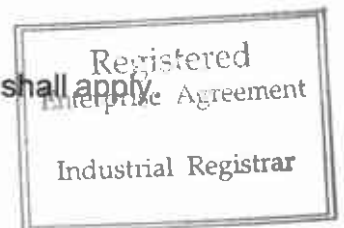
This agreement was not entered into under duress by any party to it.

6. Incidence

The agreement shall regulate partially the terms and conditions of employment previously regulated by the Charitable Sector Aged and Disability Care Services (State) Award and the Charitable Sector Aged and Disability Care Services Rates of Pay (State) Award.

This Agreement shall be read in conjunction with the Parent Award the Charitable Sector Aged and Disability Care Services (State) Award, an award of the NSW Industrial Relations Commission, and takes precedence over the Award to the extent of the matters dealt with by the Agreement.

Where the agreement is silent the provisions of the parent award shall apply.



7. Definitions

Parent Award means the Charitable Sector Aged and Disability Care Services (State) Award.

Specialised Dementia Carer means a person who is required to provide personal care to residents with dementia, as directed.

Specialised Dementia Carer Grade 1 may be required, to provide assistance to residents which may include the following range of services; follow a plan of care; assist with individual, daily hygiene; provide a clean home-like environment; be guided through a limited range of other duties by a Specialised Dementia Carer.

Specialised Dementia Carer Grade 2 may be required to provide assistance to residents which may include the following range of services: dispense medications and simple treatments; supervision of daily hygiene; provide a clean, home-like environment; maintain independence and behavioural management through individual assessment; maintain effective communication within and across all teams throughout the facility; be a mentor to Specialised Dementia Carer, Grade 1, employees.

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8. Joint Employer / Employee Consultative Teams

Central to the ongoing success of this agreement is a commitment by all parties to greater consultation in decision making by all employees bound by the agreement. The advantage of this approach can be readily seen by the establishment of the consultative team, with a constitution and operating principles, which has played a central role in the development of this agreement and will continue to operate within the terms of its constitution. The consultative committee shall be charged with ensuring that all parties abide by the terms of the agreement.

The Joint Employer / Employee Consultative Teams will continue negotiations during the 12 months of this Enterprise Agreement, to seek agreement on any proposed changes to processes which may lead to productivity gains mutually beneficial to both employees and The Hammond Care Group.



9. Rates of Pay

Specialised Dementia Carer Grades will received the same rates of pay and allowances applicable to Personal Care Assistants under the Parent Award.

Specialised Dementia Carer Grade 1 will receive the same rate of pay as a Personal Care Assistant Grade 1.

Specialised Dementia Carer Grade 2 will receive the same rate of pay as a Personal Care Assistant Grade 2.

10. Allocated Days Off

A full-time employee, entitled to an Allocated Day Off (ADO) under Clause 5, of the Parent Award, may elect to be paid an amount equivalent to the value of their accrued ADO's in lieu of taking those days off duty on pay.

Such election is to be made in writing by the employee on 1st December or 1st July each year.

11. Provision of Meals

Where meals or appropriate allowances are to be provided under the Parent Award, Clause 7, employees engaged under the terms of this agreement shall be provided with meals.

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12. Climatic & Isolation Allowance

It is agreed that the provisions of Clause 11 of the Award shall not apply to employees engaged under the terms of this agreement due to the geographic location of the facility(s)



13. Public Components of Annual Leave

In addition to Clause 15 (ii), of the Parent Award, the parties agree that a full-time or permanent part-time employee may elect to be paid an amount equivalent to the value of his or her Public Holiday entitlements of annual leave (Counter Leave and Additional Annual Leave) in lieu of taking the leave.

Such election to is to be made in writing by the employee on 1st December and 1st July each year.

14. Sick Leave

In addition to Clause 18, of the Parent Award, the parties agree, that full-time and permanent part-time employees may utilise their sick leave entitlements while on annual leave or long service leave and the employer may recredit such employees with an equivalent period of annual leave or long service leave, subject to the following;

- employees must have an accumulated entitlement for sick leave;
- employees must produce a medical certificate to the effect that they have been incapacitated for a period of at least one day's duration while on annual leave or long service leave; and
- no such recrediting shall be granted to employees on leave prior to retirement, resignation or termination of services.

15. Uniforms & Protective Clothing

The parties agree that uniforms will not be required to be worn by employees engaged under the terms of this agreement. However, where employees duties require them to work in a hazardous situation with or near machinery they shall be supplied with appropriate protective clothing or equipment.

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16. Sleepovers

It is agreed by the parties that sleepovers will not be worked by employees engaged under the terms of this agreement as employees are rostered to work night shifts. Thus the provisions of Clause 25 of the Parent Award shall not apply.

17. Live-In

It is agreed by the parties that employees engaged under the terms of this agreement are not required to live in. Thus the provisions of Clause 26 of the Award shall not apply.



18. Grievance & Dispute Resolution Procedures

The parties recognise the need to eliminate conflict. It is generally agreed that the best way to resolve conflict is to keep responsibility for the resolution as close to the source of the problem as possible and deal with the issues in a timely manner. To this end the following dispute settlement procedure will be followed.

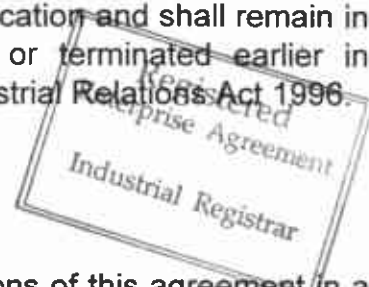
- (i) The following procedures shall be followed in relation to grievances of individual employees:
 - (a) The employee is required to notify the Dementia Facility Manager as to the substance of the grievance and arrange for an appointment for bilateral discussions and state the remedy sought.
 - (b) Either the employee or the Dementia Facility Manager may request that a Human Resources representative mediate the discussions.
 - (c) If the employee remains unsatisfied or aggrieved, they have the right to take their grievance or dispute to the Director of Care Services.
 - (d) Whilst any of the above procedures are being followed, normal work must continue.
 - (e) For any of the above procedures, the employer may be represented by an industrial organisation of employers and the employee(s) may be represented by an industrial organisation of employees.

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Note: The individuals concerned may consult and be assisted with any of the above steps by a member of the consultative teams or a union delegate.

19. Term

This agreement shall operate from the date of certification and shall remain in force for a period of 12 months unless varied or terminated earlier in accordance with the provisions set down in the Industrial Relations Act 1996.



20. Anti-Discrimination

The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination Act 1977.

22. Signatories to the Agreement

Signed for and on behalf of The Hammond Care Group:



Signature: *[Handwritten Signature]*

Signature: *[Handwritten Signature]*

Name: John Creelman
Secretary

Name: I. C. MICHAEL
Director

Date: *[Handwritten Signature]*
28-10-97

Date: 28/10/97

and, signed for and behalf of employees by the consultative teams

Signature: *[Handwritten Signature]*

Signature: *[Handwritten Signature]*

Name: Darlene O'Connor
SDC

Name: Barbara Griffiths
SDC

Date: 21/10/97

Date: 21/10/97

Signature: *[Handwritten Signature]*

Date: 16-10-97

Name: Elizabeth Boots
SDC

[Handwritten Signature]