

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/245

TITLE: Marsden Eye Specialists Orthoptist Enterprise Agreement

I.R.C. NO: IRC02/1857

DATE APPROVED/COMMENCEMENT: 28 May 2002

TERM: 28 May 2005

NEW/VARIATION/REPLACEMENT: New

GAZETTAL REFERENCE: 9 August 2002

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all orthoptists employed by Marsden Eye Specialists (Buttar & Co.) - Parramatta, Penrith and Castle Hill, in the State of New South Wales, excluding the County of Yancowinna

PARTIES: Buttar & Co. t/as Marsden Eye Specialists -&- Robyn Caldwell, Nicole Cameron, Josephine Ellery, Lyndell Ford, Mara Giribaldi, Angela Hon, Sigrid Merrington, Johnny Mrjak, Cem Oztan

Registered
Enterprise Agreement

Industrial Registrar

23/5/02

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

MARSDEN EYE SPECIALIST ORTHOPTIST ENTERPRISE AGREEMENT

1. Title

This agreement shall be referred to as the Marsden Eye Specialists Orthoptist Enterprise Agreement.

2. Parties

This agreement will be binding upon

- (i) All Orthoptists employed by Marsden Eye Specialist (Buttar & Co) – Parramatta, Penrith & Castle Hill;
- (ii) Buttar & Co trading as Marsden Eye Specialists (the Employer).

3. Arrangement

Subject Matter

Clause Number

Arrangement and Operative Clauses

Title	1
Parties	2
Arrangement	3
Definitions	4
Area, Incidence and Duration	5
Without Prejudice	6

Wages and Allowances

Wages	7
Allowances	8
Payment of Wages	9

Contract of Employment

Permanent Part Time and Casual Employment	10
Termination of Employment	11



[Handwritten signature]

R. Caldwell

Holidays and Leave

Annual Leave	12
Annual Leave Loading	13
Compassionate Leave	14
Personal Carer's Leave	15
Long Service Leave	16
Jury Service	17
Public Holidays	18
Sick Leave	19
Parental Leave	20
Conference and Training Leave	21

Registered
Enterprise Agreement
Industrial Registrar

Patterns of Work

Hours of Work	22
Overtime	23
Rest Period	24
Meals	25

Industrial Considerations

Anti-Discrimination	26
Redundancy	27
Superannuation	28
Disciplinary Procedures	29
Grievance and Industrial Dispute Procedure	30
Labour Flexibility	31

Attachment A

The Common Goals and Principles of the Long Term Enterprise Agreement Process

4. Definitions

Definitions for the purposes of this Agreement:

“Orthoptists - Grade 1” means a person having extensive orthoptic experience and/or holding appropriate tertiary qualifications recognised by the Orthoptic Association of Australia Inc. and the Orthoptic Board of Australia, who is appointed to the position of Orthoptists and who generally performs the following functions:-

- (i) Orthoptic assessments and treatments as specified in the curricula and courses of instruction of the Australian Schools of Orthoptics;
- (ii) Ophthalmic investigatory procedures and therapy under the direction of an ophthalmologist;
- (iii) paramedical tasks incidental to the efficient management of an ophthalmic practice;
- (iv) detailed preparation of patients for ophthalmic investigations and procedures;
- (v) a wider range of duties including work which is incidental or peripheral to the ophthalmic practice;

(vi) any other duties allied to the profession not specified herein.

Registered
Enterprise Agreement
Industrial Registrar

“Orthoptists - Grade 2”

An Orthoptist appointed this Grade generally undertakes the duties of an Orthoptist-Grade 1, but with additional responsibilities:

e.g. employed on work which requires special knowledge and depth of experience

A person appointed to this level will be an experienced employee who would be required to work under only general directions from his or her supervisor and be capable of performing the more complex and difficult techniques and procedures.

“Casual” means an employee who:

- is one engaged on an hourly basis other than as a permanent part time employee or full time employee.
- may only be engaged in the following circumstances; for periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or in the place of another employee who is absent; or in an emergency.

“Full Time” means an employee who is engaged as such and who is rostered to work an average of 10 sessions per week, Monday to Friday inclusive.

“Permanent Part Time” means an employee who is engaged as such and who is required to work less than an average of 10 sessions per one-week period with a minimum start of 1 session per rostered day.

“Session” means a period of work. Marsden Eye Specialists have a maximum two sessions per day, morning and afternoon, and have an average of 10 sessions per week. A session will not be of more than 5 hours duration. The spread of hours will be 7am until 6pm.

“Union” means the Health and Research Employees’ Association of Australia.

“Week” means a full time week based on 10 sessions per week.

5. Area, Incidence and Duration

- (i) This agreement will apply to employers and employees as set out in Clause 2-Parties, of this agreement, in the State of New South Wales, excluding the County of Yancowinna.
- (ii) The agreement will take effect from the beginning of the first pay period to commence on or after ~~30 July 2001~~ and will remain in effect until ~~30 June 2004~~.

28 May 2002

28 May 2002

1 See original award - 28 May 2002 (28/5/02)

6. Without Prejudice

Nothing in this Agreement shall be deemed or construed to reduce the wages, conditions or allowances of any employee below that level accorded him/her prior to the date of operation of this Agreement.



7. Wages

(i) Wages

This Agreement permits for the progressive recognition of professional rates for Orthoptists through adoption of the transitional arrangements detailed hereunder.

Below are the minimum rates payable for the classifications as follows:

- Column (3)= Payable from first pay to commence on or after 1 July 2001;
- Column (4)= Payable from first pay to commence on or after 1 January 2002;
- Column (5)= Payable from first pay to commence on or after 1 July 2002;
- Column (6)= Payable from first pay to commence on or after 1 January 2003;
- Column (7)= Payable from first pay to commence on or after 1 July 2003;

Orthoptist Grade 1

Years of Experience	\$ Per week				
	(3)	(4)	(5)	(6)	(7)
1st Year	764.20	787.12	810.73	835.07	868.42
2nd Year	786.52	810.14	834.47	859.51	893.93
3rd Year	829.49	854.40	880.04	906.39	942.70
4th Year	872.81	899.03	925.97	953.74	991.96
5th Year	918.26	945.79	974.16	1003.48	1043.59
6th Year	963.36	992.32	1021.99	1052.73	1094.74
7th Year	1009.17	1039.43	1070.65	1102.82	1146.85

Orthoptist Grade 2

(as defined)	\$ Per week				
	(3)	(4)	(5)	(6)	(7)
(as defined)	1061.16	1093.08	1125.84	1159.54	1205.95

Provided that:

- (a) An employee who holds or is qualified to hold the degree of Bachelor of Applied Science (Orthoptics) shall be entitled to be classified as a Grade 1, 2nd year of experience after qualification.
- (b) An employee who holds or is qualified to hold the degree of Master of Applied Science (Orthoptics) shall be entitled to be classified as a Grade 1, 3rd year of experience after qualification.
- (c) An employee who holds or is qualified to hold the degree of Doctor of Philosophy shall be entitled to be classified as a Grade 1, 4th year of experience after qualification.

(ii) **Annualised Salary**

Marsden Eye Specialists wish to recognise staff for their skills and contribution.

Orthoptic staff will be paid an annual salary on the basis of a guaranteed minimum number of sessions per year.

The minimum annual salary for part time orthoptists shall equal one-fortieth of rate shown in (i) of this Clause which is then based on a 4 hour session. This sessional rate will then be multiplied by the minimum number of sessions with the addition of the appropriate proportion of annual leave, study leave, public holidays and uniform laundry allowance rated over 52 weeks.

Annualised Salaries can then be negotiated above the minimums prescribed herein at the commencement of employment and during staff appraisal each year when appropriate.

(iii) **In-Charge Allowance**

An employee who is required to supervise at least two other permanent staff members covered by this Agreement and employed at a practice shall be paid at Orthoptist-Grade 2 status. Where an employee required to supervise other staff is already recipient of the rate applying to an Orthoptist Grade 2 will, in addition to his/her rate, receive an additional weekly allowance of 10 per cent of the weekly wage of a Orthoptist-Grade 2.

(iv) **Acting or Higher Grade Duties**

Where an employee relieves a person in a higher paid classification or acts in such classification, the employee shall be paid the higher rate of pay for the time so spent relieving in the higher position

8. **Allowances**

(i) **Meal Allowance**

An employee shall be supplied with a meal or meal allowance of \$9.00 when overtime in excess of one and one half hours is worked after the usual time of ceasing work for the day.

(ii) **Uniforms**

(a) Where a uniform is required, Marsden Eye Specialists will provide such uniform for all orthoptic staff which shall be agreed upon through the consultation committee. The uniform requirements will be reviewed during the months of April and October for seasonal requirements and updates.

(b) If the uniform of an employee is not laundered at the expense of the employer, an allowance of \$4.75 per week shall be paid to such employee. This allowance is payable to part time and casual employees on a pro-rata basis.

This allowance has been provided for in ~~the annual salary as set out~~ in Clause 7(ii) of this agreement.

Registered
Enterprise Agreement
Industrial Registrar

9. **Payment of Wages**

- (i) Wages will be paid by electronic funds transfer ~~every week and will be paid~~ not more than three working days from the end of the pay period.
- (iii) On or prior to the pay day the employer shall state to each employee in writing the amount of wages to which he is entitled, the amount of deductions there from, and the net amount being paid to him/her.

10. **Permanent Part time and Casual Employees**

(i) **Casual Employees**

- (a) A casual employee is one engaged on an hourly basis otherwise than as a permanent part time employee or full time employee
- (b) A casual employee may only be engaged in the following circumstances:
 - (1) for short term periods where there is a need to supplement the workforce arising from fluctuations in the needs of the facility; or
 - (2) in the place of another employee who is absent; or
 - (3) in an emergency.
- (c) A casual employee shall be paid an hourly rate calculated on the basis of one fortieth (1/40th) of the appropriate rate, prescribed by this agreement, plus 15 per cent thereof, with a minimum payment of one session for each engagement and one fortieth of any applicable allowances.
- (d) A casual employee who is required to and does work on a public holiday shall be paid double time and one half for all time worked in lieu of the 15% allowance provided for in subclause 1 (c) of this clause.
- (e) For weekend work, casual employees shall receive the rates that would apply to them if they were full time or part time employees in lieu of the 15% allowance provided for in subclause 1 (c) of this clause.
- (f) With respect to a casual employee, the provisions of the following clauses shall not apply:-

Clause 13, Annual Leave; Clause 15, Compassionate Leave; and Clause 20, Sick Leave.
- (g) Casual employees will be paid one-twelfth of the ordinary hourly rate as referred to in subclause 1 (c) of this clause, as pro rata annual leave. For the purposes of this agreement, the hourly rate referred to herein shall be one fortieth (1/40th) of the appropriate weekly rate. Such payment shall be made on the normal pay day of the employee.
- (h) Casual employees may be engaged by agreement on 2 or more starts per day.

(ii) **Permanent Part time Employees**

- (a) A permanent part time employee is one who is permanently appointed to work a specified number of sessions which are less than those prescribed for a full time employee.
- (b) Permanent part time employees have full time employee entitlements on a pro rata basis.
- (c) Permanent part time employees shall be entitled to all other benefits of this agreement not otherwise expressly provided for herein or in any other appropriate legislation, in the same proportion as their ordinary hours of work bear to full time hours.
- (d) Permanent part time employees may only be engaged on no more than 2 sessions per day unless otherwise requested in writing.

11. Termination of employment

- (i) Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the employer or forfeiture by the employee of wages in lieu of notice.

(ii) Notice of termination -

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (iii) Employees with at least 2 year's service aged 45 or older will be given an additional one week's notice.
- (iv) Casuals are to be given and will give notice to the end of the current shift worked.
- (v) The employer may, without notice, summarily dismiss an employee at any time for serious misconduct or willful disobedience. Payment is up to the time of dismissal only. Serious misconduct is where it would be unreasonable to require the employer to continue the employment during a notice period.
- (vi) The employer will give the employee a statement signed by the employer stating the period of employment and when the employment was terminated if the employee requests.
- (vii) An employee shall give the employer two weeks notice of termination in writing.

12. Annual Leave

(i) Period of Leave

An employee who has been in the service of the same employer for a period of not less than twelve months shall be granted four weeks annual leave. This has been annualised in the salary of each employee.

(ii) Annual Leave Exclusive of Public Holidays

The annual leave prescribed in subclause (i) of this clause shall be exclusive of any of the holidays prescribed by Clause 18, Public Holidays, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

(iii) Leave to be Taken

Payment for annual leave entitlements has been included in the annualised salary of each orthoptist. Employees will be granted and be required to take, at a mutually agreeable time, at least 4 weeks of leave during each 12 months of employment.

(iv) Sickness During Annual Leave

Where an employee becomes sick whilst on annual leave for a period of not less than five days on which he/she would otherwise have worked, and immediately forwards to the employer a certificate from a registered medical practitioner, then the number of days not less than five specified in this certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to the his/her annual leave entitlement.

13. Annual Leave Loading

An annual leave loading of 17.5 per cent is payable for all part time and full time employees upon and in addition to the full annual leave entitlement paid each year. Payment of annual leave loading will be made when the employees take their annual leave entitlement.

14. Compassionate Leave

An employee shall on production of satisfactory evidence be entitled -

(i) On the death or serious illness within Australia of a wife, husband, father, mother, brother, sister, child, step-child, mother-in-law or father-in-law, grand-parent, grand-child or next of kin - to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days work.

(ii) On the death only outside Australia of a wife, husband, mother, father, sister, brother, child or next of kin - to leave without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work.

- (ii) Provided that the aggregate of all leave taken in ~~any year pursuant to this~~ clause shall not exceed the number of hours worked by the employee in six ordinary days' work. Provided further that this clause shall have no effect while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- (iv) For the purpose of this clause the words "*wife*" and "*husband*" shall include a person who lives with the employee as a de facto wife or husband.

15. Personal/Carer's Leave

- (i) Use of Sick Leave to Attend Family or Household Member
- (a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause any sick leave entitlement which accrues for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this sub-clause is subject to:
- (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being :
 - a spouse of the employee;
 - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife or the person on a bona fide domestic basis although not legally married to that person; or
 - a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - a same sex partner who lives with the employee as a de factor partner of the employee on a bona fide domestic basis;
 - a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
 - (I) "relative" means a person related by blood, marriage or affinity;
 - (II) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (III) "household" means a family group living in same domestic dwelling.

(d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purposes

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 1.3(b) above who is ill.

(iii) Annual Leave

(a) To give effect to this clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed between the parties.

(b) Access to annual leave as prescribed in paragraph 3.1 above, shall be exclusive of any shutdown period.

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

(iv) Time Off in lieu of Payment for Overtime

(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(c) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime in the agreement, for any overtime worked under paragraph 4.1 of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under 4.1 above as an overtime payment or as time off work at the ordinary time rate of pay.

(v) Make-Up Time

An employee may elect, with the consent of their employer, to work "make-up" time under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at ordinary rates.

(d) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ii) Unpaid Leave for Family Purposes

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 1.3(b) above who is ill.

(iii) Annual Leave

(a) To give effect to this clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed between the parties.

(b) Access to annual leave as prescribed in paragraph 3.1 above, shall be exclusive of any shutdown period.

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

(iv) Time Off in lieu of Payment for Overtime

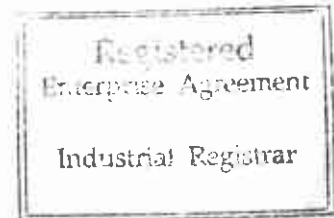
(a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

(b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

(c) An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime in the agreement, for any overtime worked under paragraph 4.1 of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under 4.1 above as an overtime payment or as time off work at the ordinary time rate of pay.

(v) Make-Up Time

An employee may elect, with the consent of their employer, to work "make-up" time under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at ordinary rates.



16 Long Service Leave

Refer to the NSW Long Service Leave Act 1955.

17. Jury Service

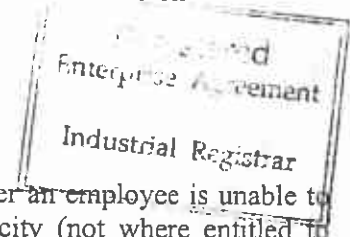
- (i) An employee other than a casual employee, required to attend for Jury Service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wages the employee would have received in respect of the ordinary time that would have been worked had the employee not been on Jury Service.
- (ii) An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for Jury Service. Further, the employee shall give the employer proof of attendance, the duration of such attendance and the amount received in respect of such Jury Service.

18. Public Holidays

- (i) The following public holidays shall be observed:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day; and in addition, a day between Christmas Day and New Year shall be observed as a public holiday in lieu of the August Bank holiday.
- (ii)
 - (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
 - (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
 - (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (iii) Permanent employees will be paid a proportionate amount of public holidays, based on the public holidays, detailed in sub-clauses (i) and (ii) of this clause, and the guaranteed number of minimum sessions, which will be annualised in the salaries of each employee.
- (iv) Where an employee is not required to work on a public holiday, there shall be no additional payment and any sessions rostered to be performed on that day will need to be completed at another time.
- (v) If an employee works on any of such holidays he or she shall be paid at the ordinary time rate of pay for the time so worked in addition to which he or she shall be entitled to receive within 4 weeks following the date on which such holiday occurred:
 - (a) one and a half extra day's pay; or
 - (b) one and a half days off in lieu of which at least seven days' notice shall be given.

No additional loadings or allowances shall be payable for time worked on public holidays.



19. Sick Leave

- (i) If after three months continuous service with the employer an employee is unable to attend for duty by reason of personal illness or incapacity (not where entitled to payment under the Injury Management and Workers Compensation Act 1998 or other relevant Act) the employee will be paid for such non attendance for up to eight (8) days per year.

Provided that such illness is certified by a registered medical practitioner and such certificate is tendered to the employer within 48 hours of the commencement of such absence.

- (ii) An employee who claims to be allowed sick leave for one day only may be absent through sickness without furnishing evidence of such sickness on not more than three occasions in any one year.
- (iii) An employee shall be entitled to the benefits in subclauses (i) and (ii) of this clause, subject to the following conditions and limitations:
- (a) The employee shall, at least 2 hours before his or her time rostered to commence duty on the first day of absence, inform the employer of his or her inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (b) Prove to the satisfaction of the employer that he or she was unable, on account of the injury or illness, to notify the employer as required under subclause (i) of this clause.

Provided that employees rostered for duty prior to 10.00 am on the first day of such absence, shall not be required to give such notice before 7.00am

- (iv) Cumulative Sick Leave

If the full period of sick leave as prescribed in subclause (i) of this clause is not taken in any year, such portion as is not taken shall be cumulative from year to year for a total period of six years.

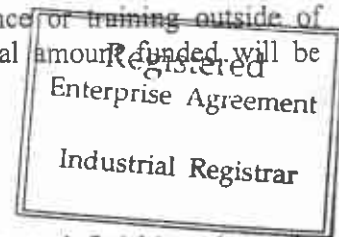
20. Parental Leave

See NSW Industrial Relations Act 1996

21. Conference and Training Leave

- (i) A permanent employee shall be entitled to three (3) days additional paid leave per year to attend conferences/training that the employer agrees will further the professional development and/or knowledge of the employee in his/her current position. Payment for leave has been incorporated into the annual salary for all part time and full time employees.

- (ii) The employer shall pay all expenses involved in employees attending such conferences or training sessions within Australia, this cost will require prior approval. If any such expenses shall be incurred due to conference or training outside of Australia, this cost will require prior approval. The total amount funded will be negotiated with each individual employee.



22. Hours of Work

- (i) Hours of work are rostered to establish nominal starting and finishing times for employees. The ordinary working hours, exclusive of meal times, will not exceed an average of 40 hours per one-week period.
- (ii) Ordinary hours for full time or part time employees are between 7.00am to 6.00pm Monday to Friday. Hours worked by full time and part time employees outside these times attract overtime rates in accordance with clause 23.
- (iii) Where an employee is required to work in excess of nine (9) hours in any one day, overtime rates will be payable.
- (iv) Where a practice seeks to regularly work outside the above span of hours, the practice shall notify all orthoptists in writing as to its desired arrangements and appropriate discussions will occur so as to introduce appropriate shift arrangements.

23. Overtime

- (i) A practice may require an employee to work reasonable overtime and such employee shall work overtime in accordance with such requirement.
- (ii) A full time or permanent part time employee who on any given day works outside the ordinary rostered hours of his or her employment for a period of less than one hour, shall be entitled to an equivalent amount of time off work, at a time mutually convenient to the employee and the employer.
- (iii) A full time or permanent part time employee who on any given day is required to work outside of the ordinary rostered hours of his or her employment for a period in excess of one hour, will be entitled to receive payment at the rate of time and a half for the first two hours and double time thereafter. In lieu of overtime payment an employee may elect to take time off work at a time mutually convenient to the employee and the employer. Such overtime shall be worked only on the request and with the authorisation of the employer.
- (iv) Where an employee is required to work authorized overtime in excess of ordinary hours work prescribed by Clause 22, Hours of Work, such overtime will be paid at the rate of time and a half for the first two hours and double time thereafter. In lieu of overtime payment an employee may elect to take time off work at a time mutually convenient to the employee and the employer.
- (v) For work done by a casual employee in excess of the ordinary hours of work prescribed by Clause 22, Hours of Work, the rate of pay will be time and a half for the first 2 hours and double time thereafter. Overtime for such employees will be calculated on a pay period basis.
- (vi) Where an employee is recalled to work after leaving the premises they shall be paid a minimum of four hours at the appropriate overtime rate.

24. Rest Period

At a time suitable to the employer 2 rest periods each of 10 minutes or by mutual agreement one 20 minute rest period shall be given to each employee during each 8-hour period of duty and shall be counted as time worked.

No employee shall be required to work more than 5 hours without a break.

25. Meals

- (i) An unpaid break of not less than thirty (30) minutes and not more than one (1) hour will be allowed for a meal within five (5) hours of commencement. This provision may be varied by agreement between the employer and an individual employee.
- (ii) Where work is required urgently the unpaid meal break may be deferred, and must be taken as soon as practicable.

26. Anti-Discrimination

- (i) It is intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act, 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age. *and responsibilities as a carer.*
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.



Notes:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

27. Redundancy

(i) Discussion before Termination

- (a) This is a dispute settling procedure concerning the matter of redundancy. It supplements and adds to the current dispute settling procedure in Clause 30.
- (b) Where a definite decision has been made by an employer that the employer no longer wishes the job an employee has been doing to be done by anyone and that this is not due to the ordinary and customary turnover of labour, and that the decision may lead to termination of employment, the employer shall hold discussions with the employee(s) directly affected.
- (c) These discussions shall take place as soon as is practicable after the employer has made a definite decision, which will invoke the provisions of subclause (b) of paragraph (i), Discussion before Termination, and shall cover, inter alia, any reason for the proposed termination(s), measures to avoid or minimise the termination(s) and measures to mitigate any adverse effects of any termination(s) on the employees concerned.
- (d) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employee(s) concerned and the Union, all relevant information about the proposed termination(s) including the reasons for the proposed termination(s), the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the termination(s) are likely to be carried out.

Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

(ii) Time off during the notice period

- (a) During the period of notice of termination given by the employer, each affected employee shall be allowed up to one day's time off without loss of pay for each week of notice, up to a maximum of five days off, for the purposes of seeking other employment.
- (b) If an employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, if the employer so requests, the employee shall be required to produce proof of attendance at an interview. If the employee is so required to produce such proof of attendance and fails to do so, the employee shall not be entitled to receive payment for such time.



(iii) Employee Leaving During Notice Period

An employee whose employment is terminated for reasons set out in subclause (b) of paragraph (i), Discussion before Termination, of this clause, may terminate employment during the notice period and, if so, shall be entitled to the same benefits and payments under the clause as the employee remained with the employer until the expiry date of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(iv) Statement of employment -

The employer shall provide to each employee whose employment has been terminated, a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(v) Transfer to Lower Paid Duties

Where an employee is transferred to a lower paid duties for reasons set out in subclause (b) of paragraph (i), Discussion before Termination, of this clause, the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

(vi) Retrenchment Pay

In addition to the period of notice determined under clause 11, Termination of Employment, and subject to further agreements of the Industrial Relations Commission, an employee whose employment is terminated for reasons set out in subclause (b) of paragraph (i), Discussion before Termination, of this clause, shall be entitled to the following amount of Retrenchment pay in respect of continuous period of service:

- (a) Where the employee is under 45 years of age, the employer shall pay the employee in accordance with the following scale:

<u>Years of Service</u>	<u>Minimum Amount of Retrenchment Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and thereafter	16 weeks pay.

- (b) Where the employee is 45 years of age or over, the employer shall pay the employee in accordance with the following scale:

<u>Years of Service</u>	<u>Minimum Amount of Retrenchment Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and thereafter	20 weeks pay

- (c) "Weeks' Pay" means the ordinary time rate of pay for the employee concerned.

For the purpose of definition, the term "Weeks' Pay" in this clause means:

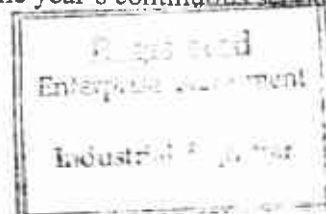
- (1) Where no ordinary time of pay is fixed for an employee's work under the same terms of his/her employment, the ordinary rate of pay shall be deemed to be the average weekly rate earned by the employee during the period of twelve months immediately prior to the termination.
- (2) Where no normal weekly number of hours is fixed for a worker under the terms of his/her employment, the normal number of hours worked shall be deemed to be the average weekly number of hours worked by the employee during the period of twelve months referred to in subparagraph (1) of subclause (c) hereof.
- (3) For the purpose of this clause, continuity of service shall be calculated in the following manner:
 - (I) Any period of unemployment less than six months shall be disregarded;
 - (II) Any period of less than six months continuous service duration shall be disregarded.

(vii) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (vi), Retrenchment Pay, above, if the employer obtains acceptable alternative employment for an employee.

(viii) Employees with less than one year's Continuous Service

This Clause shall not apply to employees with less than one year's continuous service.



(ix) Superannuation Benefits

- (a) Subject to a further Agreement by the Industrial Relations Commission, where an employee who is terminated receives a benefit from a superannuation scheme, he/she shall only receive under paragraph (vi) Retrenchment Pay, hereof the difference between the severance pay specified in the sub-clause and the amount of superannuation benefit the employee receives which is attributed to employer contributions only.
- (ii) If this superannuation benefit is greater than the amount due under paragraph (vi), Retrenchment Pay, hereof, then the employee shall receive no payment under that clause.

(x) Employees Exempted

This part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, or in the case of casual employees engaged for a specific period of time or for a specified task or tasks.

(xi) Employers Exempted

Subject to an award of the Industrial Relations Commission of New South Wales, in a particular redundancy case, this part shall not apply to employers who employ less than fifteen (15) employees whether under this agreement or otherwise.

(xii) Transmission of Business

Where a business is before, on, or after the date of this agreement transmitted from an employer (in this sub-clause called "*the transmittor*") to another employer (in this sub-clause called "*the transmittee*") and an employee who at the time of such transmission was an employee of the transmittor; service shall be deemed not to have been broken by reasons of such transmissions; and

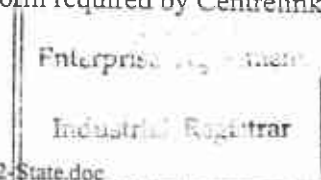
- (a) The period of employment which the employee has had with the transmittor, or any prior transmittor, shall be deemed to be in service of the employee with the transmittee;
- (b) In this sub-clause "*business*" includes, trade, process, business or occupation and includes part of any such business and "*transmission*" includes transfer, conveyance, assignment or succession whether by agreement or by operation of Law and "*transmitted*" has a corresponding meaning.

(xiii) Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

(xiv) Centrelink Employment Separation Certificate

The employer shall provide to an employee whose employment has been terminated an Employment Separation Certificate in the form required by Centrelink.

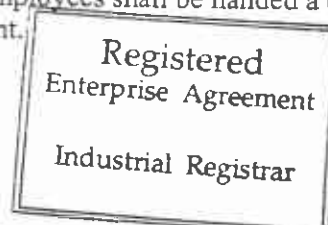


28. Superannuation

- (i) Superannuation is dealt with extensively by the legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (ii) For the purposes of this Agreement, "Approved Fund" under definition within the Act shall include the following:
 - (a) an existing fund to which the employer contributed before the date the agreement is made which complies with the Occupational Superannuation guidelines; or
 - (b) any other approved fund, eg. "MEDPRAC" (Medical Practice Superannuation Scheme), "HESTA", etc., at any time during the life of this agreement.

29. Disciplinary Procedures

- (i) Where disciplinary action is necessary, the management representatives shall notify the employee of the reason. The first warning shall be verbal and will be recorded on the employee's personal file.
- (ii) If the problem continues the matter will be discussed with the employee and a second warning in writing will be given to the employee and recorded on the employee's personal file. The employee has the right to union representation, if applicable.
- (iii) If the problem continues, the employee will be again seen by management. A final warning in writing may be given. The employee has the right to union representation, if applicable.
- (iv) In the event of the matter recurring, then the employee may be terminated. No dismissals are to take place without the authority of senior management.
- (v) Summary dismissal of an employee may still occur for acts of "serious and willful misconduct".
- (vi) If a dispute should arise over the disciplinary action, the course of action to be followed is that the matter shall be referred to a committee of two employer representatives and two employee representatives for resolution. Where such a committee cannot reach a majority decision the matter may be referred to the Industrial Relations Commission.
- (vii) If after any warning, a period of twelve months elapses without any further warning or action being required, all adverse reports relating to the warning must be removed from the employee's personal file.
- (viii) Distribution of these Procedures - All new employees shall be handed a copy of these procedures on commencement of employment.





30. Grievance and Industrial Disputes Procedure

(i) Preamble

- (a) It is the objective of these procedures to ensure that grievances are resolved by negotiation and discussion between the parties.
- (b) The parties to this agreement recognise that from time to time individual employees may have grievances which need to be resolved in the interests of good relationships.
- (c) An employee will have the right for a grievance to be heard through all levels of line management.

(ii) Grievance Procedure

- (a) In the first instance the employee is to discuss any problem or concern with the immediate supervisor who will endeavour to resolve the issue expeditiously.
- (b) Any unresolved matter will be referred by the employee to a designated person after the employee notifies the immediate supervisor. The immediate supervisor will also attend the conference organised by the designated person to discuss the matter.
- (c) Should the matter remain unresolved, appropriate assistance should be sought from the Practice Manager or other nominated representative(s) of the employer.
- (d) In the event of no agreement being reached, the matter will be referred to the Partners or their nominee(s).
- (e) An employee may be represented by a local representative of his or her choosing or by representatives of the union, if applicable.
- (f) Where the matter involves either party seeking to change an existing agreement or practice, the parties will endeavour to identify and agree on what was the status quo, which will then continue to prevail until the parties have exhausted all steps in the above procedure.

(iii) Industrial Disputes Procedure

The employee and the employer will confer with a view to resolving all industrial disputes by direct negotiation and consultation. All disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (a) Any industrial dispute which arises will, where possible, be settled by discussion on the job between the employee and the employee's immediate supervisor in accordance with the Grievance Procedure.
- (b) If the matter is not resolved, the matter will be further discussed between the affected employee, the employee's nominated representative (who may be a Union representative) and the supervisor or manager of the relevant section or department, and the assistance of the employer's industrial relations representative will be sought.

- (c) If no agreement is reached, the employee's nominated representative will discuss the matter with the employer's industrial relations representative.
- (d) In the interest of patient care work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with the procedures.
- (e) Should the matter still not be resolved, it may be referred by the parties to the Industrial Relations Commission for conciliation or arbitration.

31. Labour Flexibility

The parties agree that the terms and conditions of this agreement may be varied to provide more flexibility provided that:

- (i) Employers and employees agree, by mutual agreement, and that such agreement be in writing and signed by the parties.
- (ii) That such agreed upon arrangements do not offer any entitlements that are less than those in this agreement.
- (iii) That such agreed upon arrangements be ratified by the Union prior to implementation.



Robyn Caldwell
Employee Representative (Print Name)

R. Caldwell
Signature

23.5.02
Date

[Signature]
Witness

23.5.02
Date

PETER TOLNETTI
Employer Representative (Print Name)

PRACTICE MANAGER
Position

[Signature]
Signature

23-5-02
Date

[Signature]
Witness

23-5-02
Date

Attachment A - The Common Goals and Principles of the Long Term

Enterprise Agreement Process

Goal A – Marsden Eye Specialists provides the highest standard of professional care in a friendly, welcoming patient focused environment

Principles to achieve goal:

1. To develop a common staff culture across all sites and divisions
2. To achieve growth and operational efficiencies
3. Place all aspects of patient care at the centre of our priorities.
4. Ensure that exceptional performance is encouraged and rewarded

Goal B - The staff and Doctors share in the long-term success of Marsden Eye Specialists

Principles to achieve goal:

Marsden Eye Specialists will pay each of its staff a fair salary and reward and acknowledge those staff who provide exceptional performance

Goal C - Management and staff of Marsden Eye Specialists enjoy work satisfaction.

Principles to achieve goal:

1. Where possible, jobs will be enriched by minimising repetitive work and increasing multi-skilling.
2. Staff will be kept informed of Marsden Eye Specialists position in the marketplace and proposed changes to methods and practices.
3. Staff will be trained to perform their work with confidence and safety and encouraged to undergo further training to allow them to develop technical and supervisory skills. The parties to this agreement recognise that in order to increase the efficiency and productivity of the enterprise, a greater commitment to skill development is required.
4. Opportunities will be afforded where practicable to enable employees to develop skills and competencies necessary for the progression professionally.
5. Employees will be encouraged to progress to the highest level personally attainable consistent with the needs of the workplace. When a new employee enters the enterprise at a high level due to particular skill requirement, he/she must backfill his/her skills within 12 months to ensure full flexibility

Goal D – Marsden Eye Specialists is a pleasant place to work.

Principles to achieve goal:

1. Marsden Eye Specialists will be a safe place to work.
2. Marsden Eye Specialists staff will work as a team with a sense of common purpose
3. Update equipment – latest technology etc etc

Marsden Eye Specialists - Orthoptist Enterprise Agreement

ANNUALISED SALARY FOR ALL CURRENT EMPLOYEES

Employee	Sessions Normal	Total Sessions	Salary	Leave Loading	Total Annualised Salary
Robyn Caldwell Permanent Part Time Grade 2 \$1,093.08 pw	335	384	\$41,975	\$565.05	\$42,540.05
Nicole Cameron Permanent Part Time Maternity leave Gdel Y4 \$899.03 pw	369.6	427.6	\$38,442	\$517.50	\$38,959.50
Josephine Ellery Permanent Part time \$1,039.43 pw	277	323	\$33,573	\$451.95	\$34,024.95
Caroline Trinh Casual Grade 1 Y2 \$810.14 pw					\$100.92 per session
Mara Giribaldi Permanent Part time Grade 1 Y 7 In charge \$1,143,37 pw	361	413	\$47,221	\$635.70	\$47,856.70
Angela Hon Permanent Part Time Grade 1 Y 4 \$899.03 pw	252	291	\$26,161	\$352.15	\$26,513.15
Lyndell Ford Permanent Part Time Grade 2 \$1,093.08 pw	167.75	200.75	\$21,944	\$295.40	\$22,239.40
Sigrid Merrington Permanent Part Time Grade 2 \$1,093.08 pw	251.25	290.25	\$31,717	\$427.10	\$32,144.10
Johnny Mrljak Casual Grade 1 Y2 \$810.14 pw					\$100.92 per session
Cem Oztan Casual Grade 1 Y2 \$810.14 pw					\$100.92 per session

All orthoptists are paid for all sessions exceeding the agreed session at locum sessional rates. The number of agreed sessions will be reviewed annually

Peter Tognetti, Practice Manager 3rd May 2002

