

# ENTERPRISE AGREEMENT

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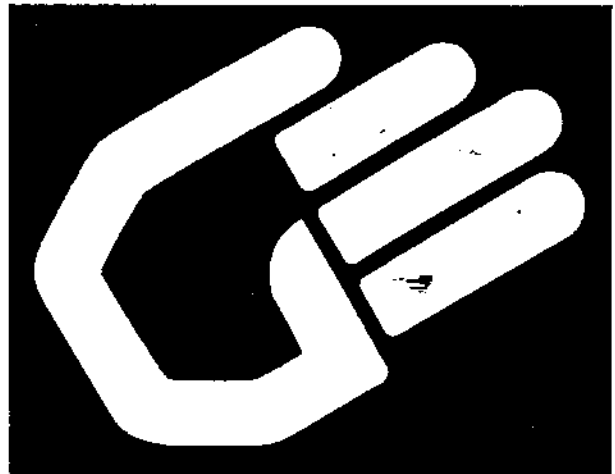
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**GOVERNMENT EMPLOYEES HEALTH FUND  
(DENTAL AND OPTICAL CENTRES)**

**ENTERPRISE AGREEMENT**

**1996**



Enterprise Agreement No.

Government Employees Health Fund Limited  
(A.C.N. 003 683 298)

and

The Staff employed at one or other of the Fund's Dental and Optical Centres situated at:

- \* 6th Floor, 8 Quay Street Haymarket, NSW, 2000
- \* 23-27 Macquarie Street Parramatta, NSW, 2150
- \* 41 Tompson Street Wagga Wagga, NSW, 2650

Filed with the Industrial Registrar the Thirty First day of January 1996.

**ENTERPRISE AGREEMENT**

**BETWEEN**

**GOVERNMENT EMPLOYEES HEALTH FUND LIMITED**  
**(A.C.N. 003 683 298)**

**AND**

**THE EMPLOYEES OF THE FUND'S DENTAL AND OPTICAL CENTRES**

**1. PARTIES TO THE AGREEMENT**

An **ENTERPRISE AGREEMENT**, made in pursuance of the New South Wales Industrial Relations Act 1991 ("the Act") as amended, in accordance with the provisions of Chapter 2, Part 3, Division 2 (sections 115 - 150) of the said Act, between Government Employees Health Fund Limited (A.C.N. 003 683 298) of 10 Richardson Street Wollongong, New South Wales ("the Fund") of the one part and the employees of the Fund's Dental and Optical Centres situated at 6th Floor, 8 Quay Street Haymarket, 23-27 Macquarie Street Parramatta and 41 Tompson Street Wagga Wagga ("the Employees") of the other part.

**Now it is hereby agreed by the parties as follows:**

**2. TITLE**

The Enterprise Agreement shall be known as the **Government Employees Health Fund (Dental and Optical Centres) Enterprise Agreement**.

**3. INTENTION**

The purpose of this agreement is to regulate the terms and conditions of employment previously regulated by one of:

- (a) Individual letter of appointment
- (b) The Dental Assistants & Secretaries (State) Award
- (c) The Dental Technicians (State) Award
- (d) The Clerks (State) Award
- (e) The Mechanical Opticians (State) Award

Employees covered by this agreement are in the trade/occupation of:

Administration Officer  
Dental Technician  
Dental Hygienist  
Dental Prosthetist  
Dental Assistant  
Dentist  
Dentist Team Leader  
Information Services Manager  
Laboratory Team Leader  
Member Service Officer  
Member Service Team Leader  
Optical Dispenser  
Optical Dispensary Manager  
Optical Mechanic  
Project Officer  
Purchasing Officer  
Senior Dental Assistant  
Senior Dentist  
Sterilising Room Assistant

#### **4. INCIDENCE**

- (a) This agreement shall operate in conjunction with The Dental Assistants & Secretaries (State) Award; The Dental Technicians (State) Award; The Clerks (State) Award; The Mechanical Opticians (State) Award and shall apply to Government Employees Health Fund Limited and its employees directly managed from the Fund's Haymarket, Parramatta and Wagga Wagga offices.
- (b) Apart from clauses specified in this agreement, all other clauses of The Dental Assistants & Secretaries (State) Award; The Dental Technicians (State) Award; The Clerks (State) Award; The Mechanical Opticians (State) Award will apply. Where there is any inconsistency, this agreement shall prevail to the extent of the inconsistency.

#### **5. DURESS**

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

#### **6. TERM**

This agreement shall operate from its date of registration and shall remain in force for a period of one (1) year unless varied or terminated earlier by the provisions provided by the Act.

## 7. AIMS AND OBJECTIVES OF THE ENTERPRISE AGREEMENT

*These reflect the Fund's Employee Relations philosophy. They emphasise the fact that the Fund and its employees need to work together to achieve a Win / Win outcome - an outcome whereby both the Fund and its employees are better off.*

- (a) The Fund as a registered health benefits organisation has a mission to satisfy members' needs for sympathetic financial support in achieving ongoing good health. The Fund is committed to maintaining and developing a sound workplace relationship with its employees by:
- (i) fostering an open and trusting climate,
  - (ii) ensuring the prosperity of the Fund so as to protect jobs and create new job opportunities,
  - (iii) employee participation and involvement by way of teamwork and our Excellent Service Program,
  - (iv) fostering an educated, skilled, aware, group of people whose merit is recognised,
  - (v) a commitment to excellent service - by meeting the expectations of our customers through a process of continuously improving productivity, reducing costs and enhancing service, by achieving Best Practice, measurable through our Benchmarking systems.

The Fund and its employees recognise that the services rendered by the Fund represent an opportunity to maintain a viable, productive and enduring enterprise offering secure employment and worthwhile careers for employees.

- (b) The objectives of this Agreement are:
- (i) through the effective and efficient application of employee resources and technology to maintain a viable and enduring enterprise for the benefits of employees and members,
  - (ii) to continually enhance the quality of services to members,
  - (iii) to develop employees and to provide them with the skills needed to enable the Fund to satisfy members' needs, by way of ongoing training and personal development programs.

- (c) The Fund and its employees acknowledge that an essential factor in achieving these objectives is the development and maintenance of harmonious and productive working relationships between all employees, management and the Fund so as to ensure that employees are committed to their jobs and the success of the enterprise. The parties agree that the achievement of such working relations and commitments require:
- (i) that employees be involved in the making of decisions which affect them,
  - (ii) that employees have the opportunity to achieve their full potential within the context of the enterprise,
  - (iii) that employees, as well as members, benefit from the success of their efforts,
  - (iv) the willingness of employees to accept total flexibility of jobs and duties across the Fund, subject only to statutory requirements and individual skills or abilities to perform particular tasks.
  - (v) the willingness of employees to avoid any action which might disrupt the continuity of production or reduce the effectiveness of the Fund.
- (d) To ensure the meeting of the objectives of the Agreement the parties agree that the following measures form an integral part of the Fund's operations:
- (i) at all times terms and conditions of employment will be based upon the specific needs of the enterprise whilst ensuring that all employees enjoy equivalent conditions of service.
  - (ii) the Fund and its employees will constantly seek improvements in safety, methods of production, work organisation, quality and any other areas which will enhance the effectiveness of the Fund's operations,
  - (iii) the avoidance of any action which disrupts or impedes production by the prompt resolution of employee concerns through effective communication and the agreed processes of consultation and grievance handling,
  - (iv) the training and development of employees to ensure that they have the opportunity to achieve their potential within the enterprise and meet the changing needs of the enterprise,
  - (v) the undertaking of work in a flexible and efficient manner,
  - (vi) ensuring that working relationships between employees are developed to promote mutual trust, open communication of relevant information and ideas and co-operation generally,
  - (vii) the maintenance of standards of conduct and attendance necessary to ensure safe and efficient operation,

- (viii) the implementation of a system of remuneration which gives encouragement to employees to improve their skills, abilities and performance in line with the operational need of the enterprise,
- (ix) to ensure that differences in conditions of employment between employees are minimised.

## 8. DEFINITIONS

- (i) "**Administration Officer**" shall mean an employee whose employment consists of clerical, typing or stenographic duties including the use of computers or computer terminals for update purposes.
- (ii) "**Casual Employee**" shall mean a person appointed from outside the service of the Fund on hourly hiring. Such employee shall be paid at an hourly rate of one thirty-eighth of the weekly salary prescribed by this Agreement for the class of work which they perform plus a loading of twenty (20) percent where covered by the Dental Assistants and Secretaries (State) Award or the Clerks' (State) Award and fifteen (15) percent in all other instances. A casual employee shall receive an additional loading of one twelfth for the purposes of calculating annual holidays under the Annual Holidays Act 1944. Other conditions of employment in this Agreement do not apply to casual employees.
- (iii) "**Certificate of Proficiency**" shall mean a Certificate recognised by the Dental Assistants Education Council of Australia.
- (iv) "**Clinician**" shall mean an employee registered, or taken to be registered under the Dentists Act 1989 and the Dental Technicians Registration Act 1975.
- (v) "**Consultative Committee**" shall mean the joint committee comprising the Staff Committee and representatives of the Fund Management Committee.
- (vi) "**Dentist**" shall mean an employee registered, or taken to be registered, as a dentist under the Dentists Act 1989.
- (vii) "**Dentist Team Leader**" shall mean an employee registered, or taken to be registered, as a dentist under the Dentists Act 1989 and whose duties include those of a managerial nature.
- (viii) "**Dental Assistant**" shall mean an employee whose employment consists primarily of providing assistance to the Fund's clinicians in the provision of dental care.
- (ix) "**Dental Hygienist**" shall mean an employee registered under Section 57 (4) (f) of the Dentists Act 1989.

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- (x) **"Dental Prosthetist"** shall mean a Dental Technician to whom a Practising Certificate has been granted under Section 18B of the Dental Technicians Registration Act 1975.
- (xi) **"Dental Radiographer"** shall mean a Dental Assistant to whom a licence has been granted under Section 6 of the Radiation Control Act 1990.
- (xii) **"Dental Technician"** shall mean an employee registered, or taken to be registered, as a Dental Technician under the Dental Technicians Registration Act 1975.
- (xiii) **"Discharge"** shall mean the termination of employment as a consequence of retrenchment, re-organisation or shortage of work, or other reasons for which the employee was not responsible.
- (xiv) **"Dismissal"** shall mean the termination of employment with the Fund because of the employee's neglect of duties, misconduct, unsuitability, excessive absence from work or any other reason for which the employee is responsible.
- (xv) **"Information Services Manager"** shall mean an employee, whose duties include management of the Centres Computer Information Systems.
- (xvi) **"Laboratory Team Leader"** shall mean an employee registered, or taken to be registered, as a Dental Technician under the Dental Technicians Registration Act 1975 and whose duties include those of a managerial nature.
- (xvii) **"Member Service Officer"** shall mean an employee whose employment consists primarily of facilitating patients / members non treatment needs.
- (xviii) **"Member Service Team Leader"** shall mean an employee whose employment consists primarily of facilitating patients / members non treatment needs, clerical, typing or stenographic duties including the use of computers or computer terminals for update purposes and whose duties include those of a managerial nature.
- (ixx) **"Optical Dispenser"** shall mean an employee licensed under the Optical Dispensers Act 1963.
- (xx) **"Optical Dispensary Manager"** shall mean an employee licensed under the Optical Dispensers Act 1963 and whose duties include those of a managerial nature.
- (xxi) **"Optical Mechanic"** shall mean an employee who has served an appropriate apprenticeship in the optical industry.
- (xxii) **"Oral Health Educator"** shall mean a Dental Assistant who holds a Certificate of Proficiency in Oral Health Education.
- (xxiii) **"Part Time Employee"** shall mean an employee performing duties for a regular and fixed but lesser number of ordinary working hours per week than is prescribed for the said classification.

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- (xi) **"Dental Radiographer"** shall mean a Dental Assistant to whom a licence has been granted under Section 6 of the Radiation Control Act 1990.
- (xii) **"Dental Technician"** shall mean an employee registered, or taken to be registered, as a Dental Technician under the Dental Technicians Registration Act 1975.
- (xiii) **"Discharge"** shall mean the termination of employment as a consequence of retrenchment, re-organisation or shortage of work, or other reasons for which the employee was not responsible.
- (xiv) **"Dismissal"** shall mean the termination of employment with the Fund because of the employee's neglect of duties, misconduct, unsuitability, excessive absence from work or any other reason for which the employee is responsible.
- (xv) **"Information Services Manager"** shall mean an employee, whose duties include management of the Centres Computer Information Systems.
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- (xxi) **"Optical Mechanic"** shall mean an employee who has served an appropriate apprenticeship in the optical industry.
- (xxii) **"Oral Health Educator"** shall mean a Dental Assistant who holds a Certificate of Proficiency in Oral Health Education.
- (xxiii) **"Part Time Employee"** shall mean an employee performing duties for a regular and fixed but lesser number of ordinary working hours per week than is prescribed for the said classification.

(xxiv) **"Probationary period of employment"** shall mean the three (3) month period of employment all employees serve before being permanently appointed.

This period may be extended on occasions where considered necessary by the General Manager of the Fund.

(xxv) **"Project Officer"** shall mean an employee whose employment consists of clerical, typing or stenographic duties, as well as, undertaking specific projects as directed.

(xxvi) **"Purchasing Officer"** shall mean an employee whose employment consists primarily of stock control including the use of computers or computer terminals for update purposes.

(xxvii) **"Resignation"** shall mean the termination of employment by an employee voluntarily leaving the service of the Fund.

(xxviii) **"Senior Dentist"** shall mean an employee registered, or taken to be registered, as a dentist under the Dentists Act 1989 and whose duties include those of a managerial nature.

(xxix) **"Senior Dental Assistant"** shall mean an employee whose employment consists primarily of providing assistance to the Fund's clinicians in the provision of dental care and whose duties include those of a managerial nature.

(xxx) **"Staff Committee"** shall mean the committee duly elected in terms of Sections 135-142 of the Industrial Relations Act 1991.

(xxxi) **"Sterilising Room Assistant"** shall mean an employee whose employment consists of ensuring the provision of sterile instruments at each Centre and may also consist of duties as described for a Dental Assistant.

## **9. HOURS OF WORK**

*The intention of this clause is to ensure that the employee and the employer are provided with the benefits that accrue from flexible working arrangements. It is not the intention that normal working hours be changed without agreement, nor that the employer or employee can manipulate these arrangements to their unfair advantage. At any stage of discussion either the employee(s) or the employer may seek assistance from the Consultative Committee, which will be kept up to date on all variations to hours of work.*

- (i) The ordinary hours of work for employees shall be 38 hours per week. Commencing and finishing times are to be agreed upon by the employer and employee(s) concerned. The ordinary working week shall be worked between Monday and Saturday inclusive and shall not exceed ten (10) hours, exclusive of unpaid meal breaks, in any one day.

- (ii) In relation to subclause (i), any agreement to alter an existing arrangement shall only be implemented by agreement between the employer and the employee. Such agreement must be fair and equitable to both parties and must recognise the Fund's service requirements to members.

### 10. MINIMUM RATES OF PAY

- (i) Rates of pay for employees whose conditions of employment were previously regulated by individual letters of appointment will continue to be negotiated on an individual basis.
- (ii) Minimum rates of pay for employees whose conditions of employment were previously regulated by one of:
  - (a) The Dental Assistants and Secretaries (State) Award.
  - (b) The Dental Technicians (State) Award
  - (c) The Clerks (State) Award
  - (d) The Mechanical Opticians (State) Award

shall be those prescribed by the relevant Award for the equivalent grade.

- (iii) Employees will receive a 3% pay rise, this increase and conditions in this agreement take effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid the rate of pay in accordance with this clause on and from 3 February 1996 or the date of employment, whichever is the later.

The ordinary pay rate for each employee party to this agreement is recorded in a written form and lodged with the Industrial Registrar. The minimum ordinary pay rates, after the increase, for Dental Assistants, Administration Officers, Member Service Officers and Dental Prosthetists are also in a written form and lodged with the Industrial Registrar.

### 11. OVERTIME

The Fund may require any employee to work reasonable overtime and the employee shall work overtime according to the extent of the requirement.

- (i) An employee who is required to work and who does work in excess of 10 hours per day or in excess of 47.5 hours per week shall be paid for that overtime at the rate of double ordinary time. All hours worked in excess of 38 and up to 47.5 in any one week that an employee is required to work shall be paid at ordinary time.
- (ii) An employee may request to work in excess of 38 hours per week on a regular basis. Such requests will only be implemented by agreement between the employer and the employee. Such agreement must be fair and equitable to both parties and must recognise the Fund's service requirements to members. Employees may at any time

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request to revert to ordinary hours. All hours worked in excess of ordinary hours at the employee's request shall be paid at ordinary time.

- (iii) An employee who is required to work outside their normal operating hours for the purpose of dealing with an emergency situation, shall be paid at the rate of double time. The minimum call-out time will be one hour. Time in excess of one hour will be measured in increments of fifteen (15) minutes. Travelling time will be included in the time claimed as call-out time.

## 12. ALLOWANCES

- (i) Certificate Allowances

An employee who is the holder of a Certificate of Proficiency as described in Clause 8 (iii) will be paid in addition to his/her appropriate salary an allowance equivalent to that prescribed by the current Dental Assistants and Secretaries (State) Award.

Allowances for Certificates of Proficiency will be incorporated as part of the employee's weekly salary and will relate to a thirty eight (38) hour week.

- (ii) Saturday Allowance

As stipulated in Clause 9 (ii) the ordinary working week shall be worked between Monday and Saturday. Existing allowances for working Saturdays, as stipulated in certain Awards appearing in Clause 3, will be incorporated in an employee's weekly salary and will relate to a full thirty eight (38) hour week.

- (iii) Uniform Allowance

Where an employee is currently paid a Uniform Allowance, this allowance will be incorporated in the employee's weekly salary and will relate to a thirty eight (38) hour week.

- (iv) On-Call Allowance

For the purposes of this Agreement, no specific monetary allowance applies where an employee is required to be "on-call" for the purposes of receiving after-hours emergency enquiries relating to either patient care or building/equipment, security/maintenance issues. Recognition for such duties is reflected in the employee's normal weekly salary.

## 13. TERMS OF EMPLOYMENT

- (a) Notice of Terminating Employment

- (i) Employees other than Dentists, Dental Hygienists, Dental Prosthetists and

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Optical Dispensers shall give to the Fund two (2) weeks notice of termination of employment. Failure to do so will result in that employee's forfeiture of two (2) weeks salary.

- (ii) Similarly, the Fund shall give its employees as defined in Clause 13(a)(i) two (2) weeks notice of termination of employment. Failure to do so will result in a payment of two (2) weeks salary to the employee.
- (b) (i) Optical Dispensers shall give to the Fund four (4) weeks notice of termination of employment. Failure to do so will result in that employee's forfeiture of four (4) weeks salary.
- (ii) Similarly, the Fund shall give its Optical Dispensers four (4) weeks notice of termination of employment. Failure to do so will result in a payment of four (4) weeks salary to that employee.
- (c) (i) Dentists, Dental Hygienists and Dental Prosthetists shall give to the Fund six (6) weeks notice of termination of employment. Failure to do so will result in that employee's forfeiture of six (6) weeks salary.
- (ii) Similarly, the Fund shall give its Dentists, Dental Hygienists and Dental Prosthetists six (6) weeks notice of termination of employment. Failure to do so will result in a payment of six (6) weeks salary to that employee.
- (d) (i) Where an employee has given or been given the required notice, the employee shall continue in employment until the expiration of the notice.
- (ii) Any employee who, having given or been given the required notice is absent from work without reasonable cause (proof of which shall lie on the employee), shall not be entitled to payment for work done during such period.
- (iii) Nothing contained in this Clause shall affect the right of the Fund to dismiss any employee without notice for malingering, neglect of duty, or misconduct. In the event of such dismissal, wages shall only be paid for the time worked.

(e) Absences from Work

The Fund may (in addition to any other action it is entitled to take) deduct from the wages of any employee payment for all time lost, when the employee is absent from work without permission.

(f) Confidentiality

An employee who is considered by the General Manager to have breached the confidentiality of the Fund's records will have committed wilful misconduct.

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#### 14. HOLIDAYS

- (i) Days proclaimed or gazetted as Public Holidays for the State are observed to be holidays under this agreement.
- (ii) Where an employee does not work on any of the holidays named and the holiday falls due on a normal working day for that employee, payment shall be made at ordinary rates of pay.
- (iii) Any employees directed to work on any of the holidays named, shall, in addition to the employee's ordinary weekly rate of pay, be paid for all time worked at the rate of double time.

#### 15. ANNUAL LEAVE

(a) Entitlement

All employees shall be entitled to a leave of absence with pay for a period of four (4) ordinary working weeks for each completed year of service, in addition to the holidays referred to in Clause 14, Holidays.

(b) Sickness on Annual and/or Long Service Leave

Any employee who falls sick whilst on annual and/or long service leave and produces at the time, satisfactory medical evidence of an inability to derive the benefit of the leave, shall be granted at a time convenient to the Fund additional leave equivalent to the period of sickness, provided that the period of sickness is at least five (5) consecutive working days.

(c) Notice to take Annual Leave

An employee entitled to annual leave shall be notified one month before the leave falls due. Such leave shall be taken as mutually rostered.

(d) Termination of Employment

- (i) Where an employee with more than twelve (12) months service is discharged, dismissed, resigns or retires, the employee shall, in addition to any accrued annual leave, be paid for each completed week of service or part thereof, the proportionate part of their current annual leave calculated on the basis of one twelfth of the weekly rate of the employee's appointed grade at the date of termination of service.
- (ii) Where an employee with less than twelve (12) months service is discharged, dismissed, resigns or retires, the employee shall be paid for each completed week of service or part thereof an amount calculated on the basis of one twelfth of their weekly rate payable at the date of termination of service.

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(e) Annual Leave Loading

- (i) Before an employee is given and takes annual leave, or where by agreement between the Fund and the employee, annual leave is given on more than one separate period, then before each such separate period, the Fund shall pay the employee an annual leave loading determined in accordance with this Clause.
- (ii) The loading is payable in addition to the pay for the period of leave given and taken and due to the employee.
- (iii) The loading is to be calculated in relation to any period of annual leave to which the employee has become entitled.
- (iv) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iii) above at the rate per week of 17 & 1/2 % of the appropriate ordinary weekly rate of pay for the classification in which the employee was employed immediately before commencing annual leave.
- (v)
  - (a) No loading is payable to an employee who takes annual leave wholly or partly in advance.
  - (b) However, if the employee continues to work until the day when the employee would have become entitled to annual leave, the loading then becomes payable for that leave and shall be calculated in accordance with part (iv) of this subclause.
- (vi) Where the employment of the employee is terminated by the Fund for a cause other than misconduct and at the time of the termination the employee has not been granted and has not taken the whole of the annual leave to which the employee has become entitled, the employee shall be paid the loading calculated in accordance with part (iv) for the period not taken. Except as provided by part (i) of this subclause, no loading is payable on the termination of an employee's employment.

**16. LONG SERVICE LEAVE**

- (a) Long Service Leave shall accrue and shall be taken by the employee in periods of not less than four (4) weeks and may be taken when due or thereafter at the discretion of the employee; provided that the employee first gives to the Fund, four (4) weeks notice of the date upon which the employee proposes to commence such leave in accordance with the following table:

<u>Length of Service</u>	<u>At ordinary rate of pay</u>
After 10 years' service	2 months (8.66 weeks)
For every further completed period of 5 years' service	1 month (4.33 weeks)



- (b) Leave shall accrue without limitation on the basis of the table in subclause (a) and proportionately for each completed month of service, provided that:
- (i) where an employee has completed at least five (5) years service and the employee's services are terminated by the Fund for any reason, other than termination for reasons of misconduct, the employee shall be paid the monetary equivalent of long service leave that would have otherwise accrued as to the date of termination in respect of the total service of the employee. The payment shall be calculated at the rate of pay applicable to the employee's classification at the date of termination of service.
  - (ii) where an employee's services are terminated by the employee due to illness, incapacity, domestic or other pressing necessity, and such employee has completed at least five (5) years' service the employee shall be paid the monetary equivalent of long service leave that would have otherwise accrued as to the date of termination in respect of the total service of the employee. The payment shall be calculated at the rate of pay applicable to the employee's classification at the date of termination of service.
  - (iii) where an employee has completed ten (10) years or more of service and resigns, the employee shall be paid the monetary equivalent of all long service leave accrued, but not taken by the employee at the date of resignation. The payment shall be calculated as specified above.
- (c) Where an employee is about to take long service leave, or part thereof, the employee shall be paid for the leave in advance, at the rate of wage applicable to the employee's classification at the commencing date of the leave.
- (d) Any public holidays falling within an employee's long service leave shall be added to that leave.

## **17. SICK LEAVE**

*The Fund wants to look after its employees in the unfortunate event of not being able to attend for duty due to long term illness or injury by accident.*

*This clause facilitates the provision of Sick Leave Benefits for the entire period of time an employee is unable to attend for duty or until it is determined that the employee will not be fit for duty at any time in the future.*

*This is a valuable condition of employment, providing security of income in the unfortunate event of long term disability. Naturally such a benefit incurs additional cost on the Fund. In seeking a Win / Win outcome it is only fair that the Fund asks its employees to take this benefit into consideration in the enterprise bargaining process.*

- (a) From 3 February 1996 employees shall be entitled to leave of absence without loss of pay in circumstances where they cannot attend for duty due to genuine illness or injury by accident. Sick leave will be provided for the period of time the employee is unable to attend for duty or until it is determined that the employee will not be fit for duty at any time in the future.
- (b) Should the Sick Leave provision provided in subclause (a) of this Clause be withdrawn or changed at the expiration of the Agreement, the Fund acknowledges that the sick leave provisions of the relevant Award will then apply.

### **18. FAMILY LEAVE**

*The Fund recognises the need of employees to seek time off work for genuine family reasons (such as sickness with children). This clause entitles employees to this additional benefit.*

An employee shall be entitled to two (2) days Family Leave with pay in any one year to cover absence as a consequence of genuine family reasons. Family Leave is not cumulative.

### **19. SPECIAL LEAVE**

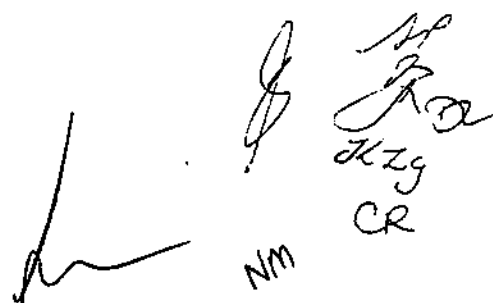
Provided that the General Manager of the Fund is satisfied that such leave of absence is justified, Special Leave with pay may be granted for up to a period of one week in any twelve months. Leave of absence in excess of this period may be granted at the discretion of the General Manager.

### **20. STUDY LEAVE**

Leave of absence with pay to attend conferences, tutorial classes, or examinations in respect of approved courses of study may be granted by the General Manager, having regard to the circumstances of each application.

### **21. PAYMENT OF WAGES**

Payment of wages shall be direct to each employee's bank account or similar account.

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## 22. GRIEVANCE PROCEDURE

- (a) In the event that a dispute, grievance or claim arises or either party violates the terms and conditions of this Agreement then the following procedure will apply.
- (b) If the violation is of a general nature affecting all employees then the matter will firstly be referred to the Consultative Committee for discussion and resolution by consensus.

Should the Consultative Committee fail to reach agreement then the matter will be referred to the Director of Clinical Services and the General Manager of the Fund, who shall convene a conference to discuss the matter and endeavour to achieve a settlement. Such conference will take place as soon as practicable after the matter is raised.

The agreed resolution is then to be endorsed by a mass meeting of employees and accepted unconditionally by the Fund.

Should the above procedure fail to resolve the matter then it shall be dealt with in accordance with the relevant provisions of the Industrial Relations Act 1991.

- (c) If the violation is limited to an individual or team, then a conference will be arranged between the employee or the team's spokesperson accompanied by a member of the Consultative Committee (as desired) and the team's immediate supervisor to discuss the matter and endeavour to achieve a settlement.

Should this fail to achieve a settlement the team's Senior Manager must be advised and a further conference convened as soon as practicable but no later than forty-eight (48) hours after the matter is raised. If such conference(s) fail to achieve a settlement, the matter will be referred to the Director of Clinical Services and conferences will take place in accordance with subclause (b) of this Clause.

In the event of failure to resolve a matter by the appropriate steps as set out above, a period of seventy-two (72) hours (excluding weekends and public holidays) shall be allowed to elapse to enable both parties to reassess their position, prior to any action being taken which would affect the operation of the Fund and its ability to service its members.

After the expiry of the above period any unresolved matter will be dealt with in accordance with the relevant provisions of the Industrial Relations Act 1991.

During the course of the above procedures, the status quo will be maintained by both parties and without prejudice to either party. Work shall continue in accordance with the terms and conditions of this Agreement.

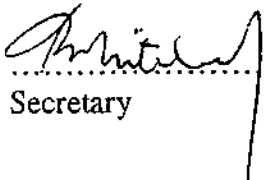
**23. LEAVE RESERVED**

Leave is reserved to the parties to apply as they may be advised in the undermentioned items:

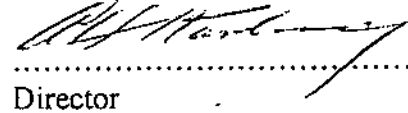
- (i) In the event that there be a National Wage Case Decision or Award change during the term of this Agreement, where the increases are considered greater than salary increases provided by this Agreement.
- (ii) Consideration of paid maternity/paternity leave.
- (iii) Consideration for the development of a Corporate Health Plan.
- (iv) Negotiation of group policies for:
  - (a) Professional Indemnity Insurance and payment of same by the Fund.
  - (b) Sickness and Accident Insurance.
- (v) The development and implementation of a skills-based remuneration system.

THE COMMON SEAL of  
Government Employees Health Fund Limited  
(A.C.N. 003 683 298) was hereunto affixed  
pursuant to a resolution of the Board of  
Directors in the presence of:



  
.....  
Secretary

30/1/96  
.....  
Date

  
.....  
Director

Government Employees Health Fund (Dental and Optical Centres) Enterprise Agreement

Signed for and on behalf of the employees at the Fund's Dental and Optical Centres located at Haymarket, Parramatta and Wagga Wagga by the Works Committee:

* <i>Simon Parsons</i>	30.1.96	Simon Parsons (Chairperson) *
Signature	Dated	
<i>J. Franklin</i>	30.1.96	JANETTE FRANKLIN
Witnessed	Date	Print Name
* <i>Anne Green</i>	31.1.96	Anne Green *
Signature	Date	MONICA GALEA
<i>Monica Galea</i>	31.1.96	<i>Anne Green</i>
Witnessed	Date	Print Name
<i>C. White</i>	31.1.96	Carla Rodrigues CATHERINE WAITE
Signature	Date	
* <i>Carla Rodrigues</i>		Carla Rodrigues *
Witnessed	Date	Print Name
<i>Christine Underhill</i>	31.1.96	Christine Underhill AIDA SALGUS-LONIS
Signature	Date	
* <i>C. Underhill</i>	31.1.96	C. A. UNDERMILL *
Witnessed	Date	Print Name
* <i>Donna Russell</i>	31.1.96	Donna Russell *
Signature	Date	
<i>C. Wyma</i>	31.1.96	CAROLINE WYSMAN
Witnessed	Date	Print Name
<i>K. Sealey</i>	31/1/96	Kerrie Glenn KELLY SEALEY
Signature	Date	
* <i>Kerrie Lee Glenn</i>	31/1/96	Kerrie Lee Glenn *
Witnessed	Date	Print Name
* <i>Nanette Mutnica</i>	30.1.96	Nanette Mutnica *
Signature	Date	
<i>C. Wyma</i>	30.1.96	CAROLINE WYSMAN
Witnessed	Date	Print Name
* <i>Rodney Scott</i>	30.1.96	Rodney Scott *
Signature	Date	
<i>Mei - Mei Chua</i>	30.1.96	MEI - MEI CHUA
Witnessed	Date	Print Name

\* = WORKS COMMITTEE MEMBER