

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA99/113**

**TITLE: Dr Wayne Sherson & Associates Enterprise Agreement**

**I.R.C. NO: 99/1123**

**DATE APPROVED/COMMENCEMENT: 7 April 1999**

**TERM: 12 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

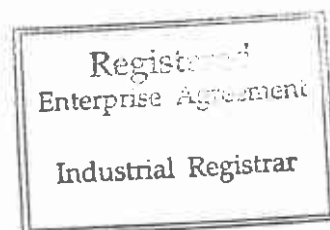
**DATE TERMINATED:**

**NUMBER OF PAGES: 5**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees engaged as Practice Manager, Reception Manager, and Clinical Staff comprising of Senior Dental Assistant, Dental Assistant, Junior Dental Assistant and Probationary Dental Assistant

**PARTIES:** Wayne Sherson & Associates -&- Leanne Burns, Chantelle Chapman, Mel Mackessy, Ryan Nevin, Peter Webster



## The Dr Wayne Sherson & Associates Enterprise Agreement

### **1. Title**

The title of this agreement is the Dr Wayne Sherson & Associates Enterprise Agreement.

### **2. Principles**

The enterprise agreement is made in accordance with:

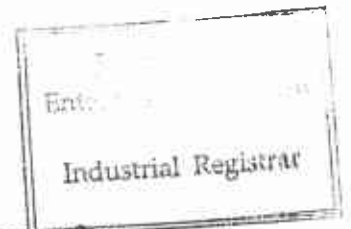
- a) the provisions of sections 32-47 of the Industrial Relations Act 1996; and
- b) the Principles for approving enterprise agreements as provided by section 33(1) of the Act.

### **3. Parties**

The parties to this enterprise agreement are Dr Wayne Sherson & Associates and its employees: Peter Webster, Leanne Burns, Chantelle Chapman and Melissa Mackessy and Ryan Nevin.

### **4. Duress**

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



### **5. Award Replacement**

The agreement shall regulate the terms and conditions of employment except for; Termination of Employment, Jury service, Right of Entry, Public Holidays and Block Release which will be administered under the terms and conditions of the relevant awards and acts.

### **6. Duration**

This agreement shall operate from the date of registration and shall remain in force for a period of twelve months unless varied or terminated earlier by the provisions provided by the Industrial Relations Act 1996.

### **7. Interpretation**

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

### **8. Job Classifications & Titles**

There will be administrative staff comprising a Practice Manager and Reception Manager, and clinical staff comprising Senior Dental Assistants, Dental Assistants, Junior Dental Assistants and Probationary Dental Assistants.

### **9. Hours of Work**

Administrative Staff will work a 79 hour fortnight between 8.00 am and 8.00 pm as required.

Clinical Staff will work 36 hours per week between 8.00 am and 8.00 pm Monday to Friday and 8.00 am and 4.00 pm Saturday as required, provided that not more than 10 hours are worked in any one day and that only one period from 6.00 pm to 8.00 pm is worked in any one week.

### **10. Rostered Days Off**

Administrative Staff will have one full day off per fortnight.

Clinical Staff will have one full day off per week.

However, flexibility will be exercised to cover staff leave requirements.

### **11. Salaries**

All salaries are minimum.

Practice Manager	\$745
Reception Manager	\$700
Senior Dental Assistant	\$565
Dental Assistant	\$545
Junior Dental Assistant	\$400
Probationary Dental Assistant	\$400



### **12. Wage Increases**

Wage increases will be given each 1 January and shall be the greater of either the annual Consumer Price Index or an amount calculated by dividing the industry standard wage costs by the practice wage costs multiplied by the increase in net practice profit.

### **13. Part Time and Casual Employees**

Part time employees working more than 20 hours per week on a regular ongoing basis will be bound by the agreement. The terms and conditions of the agreement where relevant will apply on a pro rata basis according to average weekly hours.

Casual wages will be \$15 per hour.

### **14. Superannuation**

Employer contribution to superannuation will be according to the Superannuation Guarantee Charge. Administrative staff will have the option of salary sacrifice.

There will be one superannuation fund for all employees which will be agreed by majority vote. If no agreement is reached, the employer will select the fund.

### **13. Overtime**

Administrative staff will receive time in lieu of overtime subject to office convenience.

Clinical staff will receive time and a half after 36 hours in one week or if more than ten hours per day (including meal breaks) is worked.

#### **14. After Hours Transport**

The employer will pay the cost of a taxi to the employee's home when the employee finishes work at 8.00 pm.

#### **15. Meal Breaks**

When work commences at 8.00 am, one hour for lunch is to be taken between 12.00 noon and 2.30 pm.  
When work commences at 10.00 am, one hour for meals is to be taken in two parts between 12.00 noon and 2.30 pm and between 5.00 pm and 7.00 pm.  
10 minutes each for morning and afternoon tea may be taken as time permits.  
Late appointments, staff meetings staff training are to be accommodated in breaks.



#### **16. Staff Training**

Appropriate courses will be paid for by the employer. When attendance is required by the employer and it is outside normal working hours, time off in lieu may be taken. When attendance is requested by the employee, no time off in lieu may be taken.

#### **17. Annual Leave**

All staff will have 5 calendar weeks annual leave. It is compulsory for one of those weeks to be taken over the Christmas/New Year period.

#### **18. Sick Leave**

Administrative staff will be entitled to 9 working days sick leave and clinical staff will be entitled to 8 working days sick leave. Sick leave accrues in cycles over three years. At the end of 3 years employment the unused sick leave from the first year will be paid out. At the end of 4 years the unused sick leave from the second year will be paid out. At the end of 5 years the unused sick leave from the third year will be paid out and so forth.

#### **19. Long Service Leave**

All staff will have 1 months long service leave after every 5 years of service, which must be taken in the following year.

#### **20. Personal Leave**

All staff have available up to 2 days personal leave per annum for matters of bereavement, caring for a significant other person or significant personal matters dependant on the individual circumstances.

#### **21. Allowances and Loadings**

Shift allowance, Saturday allowance, uniform allowance and annual leave loading will no longer be paid.

## **22. Dispute Resolution Mediator**

A Social Worker from St Vincents' Hospital will be appointed to mediate any disputes.

## **23. Common Anniversary**

All staff will have a common anniversary of 1 January for leave purposes.

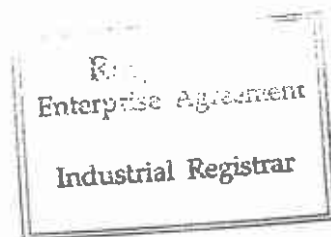
## **24. Implementation**

Annual leave loading will be paid out to 1 January 1999 when the agreement is approved.

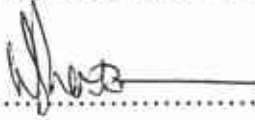
Annual leave will be adjusted to the common anniversary when the agreement is approved.

Sick leave will be adjusted to the common anniversary when the agreement is approved.

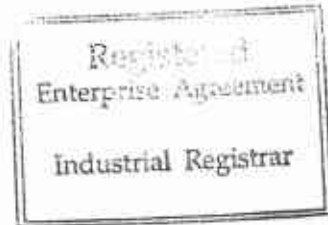
Long service leave will include employment prior to this agreement.



Signed for and on behalf of  
Dr Wayne Sherson & Associates



.....  
Dr Wayne Sherson  
Dentist  
22 December 1998



Signed by the employees of  
Dr Wayne Sherson & Associates



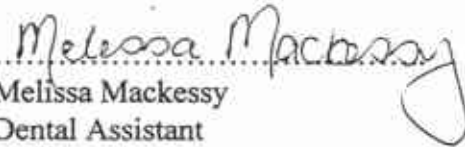
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Peter Webster  
Practice Manager  
22 December 1998



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Leanne Burns  
Reception Manager  
22 December 1998



.....  
Chantelle Chapman  
Dental Assistant  
22 December 1998



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Melissa Mackessy  
Dental Assistant  
22 December 1998



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Ryan Nevin  
Casual Dental Assistant  
22 December 1998-12-22