



OPTOMETRISTS
ASSOCIATION AUSTRALIA
NEW SOUTH WALES

INDUSTRIAL SAFETY SPECTACLES AND EYEWEAR



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INTRODUCTION

Thank you for your inquiry regarding assistance with safety spectacles for industry. This kit will assist you to get started in situations where you wish to make contact with employers who may require the supply of eye protection and/or fabrication of prescription safety spectacles for their employees or where a request for such services has been made to you.

GENERAL

The selection, supply and use of safety eyewear is subject to Australian/New Zealand Standard AS/NZS 1336:1997 – in particular Section 4 and Section 7 which deal with eyewear generally and prescription safety spectacles in particular. The optical and physical requirements of non-prescription eye protection is covered in AS/NZS 1337.

The Association strongly recommends that you obtain a copy of the full AS/NZS1336:1997 and read it prior to commencing any work in the field of industrial and protective eyewear.

We recommend that you pay particular attention to the material and thickness requirements and the marking requirement.

The Standard can be obtained from Standards Australia either online at www.standards.org.au or by phone on 1300 65 46 46. There is a cost in either event (less 10% for downloaded purchases).

It is important to note that regardless of the type of safety spectacles used, once an original lens is removed from a frame and replaced with a prescription lens, the safety spectacles are immediately rated as “low impact” only.

It does not matter what type of lens is used to create the prescription lens, the fact that the original manufacturer's lens has been replaced is sufficient to render the spectacles “low impact” only.

In environments where medium or high impact resistance is required, the only alternative is for the employee to wear a rated over-spec (with sideshields), goggle or eye-shield (medium impact) or rated full face shield (high impact), with prescription lenses as inserts or spectacles worn underneath.

You will need to evaluate the working environment, in conjunction with the employer, and in accordance with AS/NZS1336:1997, to determine what level of eye protection is required before supplying any prescription safety eye wear.

BILLING and MEDICARE ISSUES

Because safety eyewear is an occupational health and safety requirement, it is the responsibility of the employer to meet the cost of:

- (a) The examination (if any) necessary to determine the prescription required by an employee; and
- (b) The supply and fabrication of the safety spectacles, including both frame and lens.

The Medicare Participating Agreement for Optometrists specifically prohibits the claiming of a Medicare benefit for occupationally related eye examinations.

LENSES

The above comments about impact resistance notwithstanding, the Association strongly recommends that in instances where a lens is being supplied as part of a pair of safety spectacles, that lens should be polycarbonate and that in all cases they should be specifically ground to the prescription of the employee. See Clause 2 of the draft employer agreement for further explanation of this recommendation.

There may, in some instances, be situations where a different lens material is indicated. You would need to make an individual assessment if these situations arose and make a recommendation to the employer accordingly.

FRAMES

We have spoken to the major suppliers of safety glass frames and it appears that UVEX is the company with the best range of frames which are designed to take a prescription lens.

The specific frames which are suited to the fitment of prescription lenses are **Rx Astrospec 9168**.

Obviously, the Association is unable to assist you with the pricing of a frame-and-lens package for safety spectacles. Price depends on many factors, including your own cost of acquisition, labour and overheads and local competition.

CONTRACT WITH INDUSTRY

Attached is a draft agreement which you could use as the basis for an agreement with local employers.

Please note that because the draft agreement is a generic document, we cannot judge if it will be suitable for your particular situation or if it will meet the contractual needs of the target employer organisations.

We would suggest that you use it as a tool to open negotiations with prospective employer organisations and then refine it according to the particular needs of each individual situation.

Because at this point the agreement would likely become a binding contract between yourself and an employer organisation, we would recommend, in the strongest possible terms, that you seek independent legal advice on the form and content of the agreement before you commit yourself to it.

It is important to note that the draft agreement as attached has not been the subject of legal advice in the context of your particular situation and hence no warranty, either implied or asserted, can be given as to its fitness or applicability to any specific situation.

DRAFT INTRODUCTORY LETTER and AGREEMENT

<DATE>

<CONTACT NAME>

<COMPANY NAME>

<ADDRESS>

Dear <NAME>,

[Use this para if you have already spoken with the employer]

Further to our recent discussions, I would like to take the opportunity to formalise my proposal to you to offer a service to <EMPLOYER> for the supply and fabrication of prescription safety spectacles for your relevant employees.

[Use this para if this letter is a ‘cold-call’ – no previous contact made]

As you would be aware, Australian Standard AS/NZS 1336 sets the requirements for protective eyewear for workers in industrial environments. Many of your employees may work in situations where protective eyewear is an OH&S necessity and for some employees, prescription safety spectacles would be necessary for them to carry out their work in a safe and effective manner.

[The rest of the letter is the same]

As a registered optometrist, I would like to offer my services to your company with regard to the supply and fabrication of prescription safety spectacles which meet the Australian standards.

Many employers are unaware of the detail and implications of AS/NZS 1336:1997, often resulting in employers wasting money on the purchase of safety spectacles which do not provide the level of protection required for specific working environments.

As a professional optometrist, I can offer you the highest level of clinical expertise, thereby ensuring that the right product is made available for each individual worker in each specific work environment.

INDUSTRIAL SAFETY SPECTACLES AND EYEWEAR

My general terms of supply are attached for your reference. Obviously, I would be pleased to discuss these with you, with a view to reaching an agreement on a service which would be acceptable to you.

I will call you in the next seven days as a follow up to this letter and to answer any further questions you may have. In the meantime, if you require any further information or assistance, please don't hesitate to call me at my practice.

I look forward to speaking with you shortly.

Yours faithfully,

<OPTOMETRIST NAME>

NAME OF OPTOMETRIST

GENERAL TERMS OF SUPPLY PRESCRIPTION SAFETY EYEWEAR FOR INDUSTRIAL AND COMMERCIAL ENVIRONMENTS

1. INTRODUCTION

Safety eyewear is subject to Australian Standard AS/NZS 1336:1997 – in particular Table 4.1 and paragraph 7.2, which deal with prescription safety spectacles.

It is important to note that regardless of the type of safety spectacles used, once an original lens is removed from a frame and replaced with a prescription lens, the safety spectacles are immediately rated as “low impact”.

It does not matter what type of lens is used to create the prescription lens, the fact that the original manufacturer’s lens has been replaced is sufficient to render the spectacles “low impact” only.

It is also important to note that not all safety spectacle frames are suited to or approved for the fitment of prescription frames. <OPTOMETRIST NAME> will ensure that all frames supplied with prescription lenses are approved for such fitment under Australian Standard AS/NZS 1336:1997.

In environments where medium or high impact resistance is required, the only alternative is for the employee to wear a rated over-spec (medium impact) or rated full-face shield (high impact), with prescription spectacles worn underneath.

<OPTOMETRIST NAME> will offer an evaluation service, in conjunction with an employer, to determine what level of eye protection is required before supplying any prescription safety eye wear.

Employer Initial: _____ Optometrist Initial: _____

2. LENS MATERIALS

The above comments about impact resistance notwithstanding, it is strongly recommended that in instances where a lens is being supplied as part of a pair of safety spectacles, that lens should be of polycarbonate material, specifically ground to the individual prescription of the worker.

A “grind” lens is recommended over a stock polycarbonate lens from a safety perspective. Stock polycarbonate lenses may not be thick enough to meet the impact resistance standard. Accordingly, we recommend that all lenses be ground to a specific prescription, thus ensuring that minimum thickness tolerances are met.

There may, in some instances, be situations where a different lens material is indicated. <OPTOMETRIST NAME> will make an individual assessment if these situations arise and make a recommendation to the employer accordingly.

3. FRAMES and LENSES

We are pleased to supply the <BRAND NAME> range of safety spectacle frames, together with <BRAND NAME> polycarbonate lenses. <BRAND NAME> is an internationally known company, with an excellent range of frames which are specifically designed to take a prescription lens and which meet or exceed the Australian standard ASNZS 1336:1997.

<BRAND NAME> polycarbonate lenses offer optimal eye protection and can be supplied as single vision, bi-focal or multi-focal products, thus meeting the needs of the widest range of spectacle wearers.

4. BILLING FOR SERVICES

Because safety eye wear is an occupational health and safety requirement, it is the responsibility of the employer to meet the cost of:

- (a) The examination (if any) necessary to determine the prescription required by an employee; and

Employer Initial: _____ Optometrist Initial: _____

(b) The supply and fabrication of the safety spectacles, including both frame and lens.

The Medicare Participating Agreement for Optometrists specifically prohibits the claiming of a Medicare benefit for occupationally related eye examinations.

Accordingly, <OPTOMETRIST NAME> will remit an account to the employer for all services performed and/or products supplied (see Payment Terms below for further information).

5. PRICING

Subject to individual negotiation and agreement, <OPTOMETRIST NAME> is able to supply and fabricate prescription safety spectacles as indicated below:

5.1 <BRAND NAME> FRAMES

<FRAME #1>	\$X
<FRAME #2>	\$Z

5.2 <BRAND NAME> POLYCARBONATE LENSES

Single vision, grind	\$C
Bi-focal	\$D
Multi-focal	\$E

Employer Initial: _____ Optometrist Initial: _____

5.3 OVER-SPECS

In situations where medium-impact-resistance is required, we can supply <BRAND NAME> over-specs, which will fit over the worker's normal prescription spectacles. These over-specs DO NOT REQUIRE any additional fabrication or the fitment of prescription lenses.

<PRODUCT #1>	\$F
<PRODUCT #2>	\$G
<PRODUCT #3>	\$H

5.4 PROFESSIONAL SERVICES

<OPTOMETRIST NAME> will provide an eye examination for the purposes of determining a prescription for prescription safety spectacles at a cost of \$Z per examination.

6. TERMS OF SUPPLY and PAYMENT

Subject to any negotiated variations (details of which must be confirmed in writing and annexed hereto), <OPTOMETRIST NAME> will provide professional optometric services, including eye examinations and the supply and fabrication of prescription safety spectacles, lenses and overspecs on the following terms:

7. EMPLOYER IS RESPONSIBLE FOR PAYMENT OF ACCOUNTS

The employer is responsible for the payment of all accounts for the conduct of eye examinations and the supply and fabrication of prescription safety spectacles (comprising a frame and lens) and/or overspecs as detailed in this agreement for authorised employees in accordance with orders from the employer that are accepted by us.

Employer Initial: _____ Optometrist Initial: _____

8. AUTHORISED EMPLOYEES

For the purposes of this agreement, “authorised employee” means an employee of the employer who provides to <OPTOMETRIST NAME> an order for the provision of eye examinations and/or the supply of prescription safety spectacles, lenses and/or overspecs. The form of the order will be as per the attached sample, or other form as is agreed between <OPTOMETRIST NAME> and the employer.

9. TERMS OF PAYMENT

All accounts will be paid by the employer to <OPTOMETRIST NAME> (or his nominated entity) within fourteen (14) days of the remittance of a tax invoice. Such invoice will, in all cases, be accompanied by a copy of the order supplied by each employee which is reflected in a charge for goods or services appearing on the invoice.

10. INTEREST CHARGEABLE ON OVERDUE ACCOUNTS

Payments which are not made to <OPTOMETRIST NAME> within 30 days of the due date will attract interest at the rate of 1.5%/month cumulative until such time as the account is settled.

11. SCOPE OF SERVICES

- (a) Our responsibilities will be to professionally provide the specified services and specified eyewear, in conformity with these terms of supply. Without limiting those general words, we will not be responsible for investigating the employer's general circumstances or operations or the authorised employees' work environment or circumstances; nor are we responsible for any general Occupational Health and Safety assessments or for providing any general Occupational Health and Safety advice or analysis.

Employer Initial: _____ Optometrist Initial: _____

- (b) The charge specified in clause 5.4 relates only to the necessary basic eye examination for the purposes of determining a prescription for prescription safety spectacles. Any additional examinations or other professional services that may be required by an authorised employee, will be a private matter between the individual and us. We will discuss our charges for such additional services directly with the individual and not look to the employer for payment except where the employer may specifically authorise additional services for the individual.

12. UNEXPECTED DELAYS

This provision applies if something happens which is beyond our reasonable control, which makes it impossible, more difficult or more expensive for us to perform our obligations in our usual way. In those cases we may wait until it is again possible for us to perform our obligations in our usual way without additional difficulty or expense and we are not liable for any delay which results. Without limiting those general words, that applies where we have problems due to accidents, strikes, transport difficulties or stock shortages.

13. PRIVACY

We will treat any personal or sensitive information which we obtain in relation to any authorised employee in the same way as we treat other patient personal or sensitive information. We will make appropriate privacy disclosures to, and seek the sorts of privacy authorisations that we normally seek from, each authorised employee. With the actual or implied consent of an authorised employee, we may provide personal information regarding an authorised employee to the employer, but we are not obliged to do so in any case. If we do provide personal information regarding an authorised employee to the employer, then the employer must keep that information private and confidential and must not make any use of that information except as may be authorised by us with the actual or implied consent of the authorised employee.

14. CHANGES IN PRICES and RATES

We reserve the right to notify increases in prices and rates at any time by at least 14 days' advance notice to the employer. Where such a notice is duly given, the changed prices or rates are applicable from the time specified in the notice.

Employer Initial: _____ Optometrist Initial: _____

15. DATES OF EFFECT

This agreement will have effect from and to the following dates:

Commencing at 6.00am on: _____

Concluding at 6.00pm on: _____

16. VARIATIONS

Once signed, no variations are permitted to this agreement within the Dates of Effect without the express written consent of both parties.

[THE REST OF THIS PAGE IS BLANK]

Employer Initial: _____ Optometrist Initial: _____

ACCEPTANCE

On behalf of <EMPLOYER> _____

I accept the terms of supply as indicated in this document.

Name of Authorised Officer: _____

Signature: _____

Date: _____

Company Stamp (if applicable):

Signed for and on behalf of <OPTOMETRIST NAME>

Name of Signatory: _____

Signature: _____

Date: _____

Employer Initial: _____ Optometrist Initial: _____

INDUSTRIAL SAFETY SPECTACLES AND EYEWEAR

Date: _____

Company Stamp (if applicable):

On behalf of <OPTOMETRIST NAME> I verify that I have provided the above goods and/or services to the named authorised employee:

Name of Signatory: _____

Signature: _____

Date: _____

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