

## **AN160098 – Dental Technicians' and Attendant/Receptionists' Award, 1982**

This AIR consolidated award reproduces the former State award Dental Technicians' and Attendant/Receptionists' Award, 1982 as at 27 March 2006.

### **About this Award:**

Formerly award DEN001 of the Western Australian Industrial Relations Commission.

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### **Disclaimer:**

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**Dental Technicians' and Attendant/Receptionists' Award, 1982**  
No. 29 of 1982

**1. - TITLE**

This award shall be known as the Dental Technicians' and Attendant/Receptionists' Award, 1982 and shall replace Award No. 20 of 1979 and Interim Award No. 29 of 1982 as amended.

**1B. - MINIMUM ADULT AWARD WAGE**

- (1) No adult employee shall be paid less than the Minimum Adult Award Wage unless otherwise provided by this clause.
- (2) The Minimum Adult Award Wage for full time adult employees is \$484.40 per week payable on and from 7<sup>th</sup> July 2005.
- (3) The Minimum Adult Award Wage of \$484.40 per week is deemed to include all arbitrated safety net adjustments from State Wage Case decisions.
- (4) Unless otherwise provided in this clause adults employed as casuals, part time employees or pieceworkers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the Minimum Adult Award Wage according to the hours worked.
- (5) Juniors shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the Minimum Adult Award Wage of \$484.40 per week.
- (6)
  - (a) The Minimum Adult Award Wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate.
  - (b) Liberty to apply is reserved in relation to any special categories of employees not included here or otherwise in relation to the application of the Minimum Adult Award Wage.
- (7) Subject to this clause the Minimum Adult Award Wage shall -
  - (a) apply to all work in ordinary hours.
  - (b) apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- (8) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for adult employees payable under the 2005 State Wage Case Decision. Any increase arising from the insertion of the minimum adult award wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum adult award wage.

(9) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or over, shall not be paid less than \$406.70 per week.
- (b) The rate paid in paragraph (a) above is payable on superannuation and during any period of paid leave prescribed by this Award.
- (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by this award for an adult apprentice in force immediately prior to 5th June 2003.

**2. - ARRANGEMENT**

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### **3. - SCOPE**

This Award shall apply to employees employed in the callings set out in Clause 7. - Wages hereof in the industry carried on by the respondents hereto.

### **4. - AREA**

This award shall have effect over the State of Western Australia.

### **5. - TERM**

The term of this award shall be for a period of two years from the beginning of the first pay period commencing on or after the 23rd day of December, 1982.

### **6. - DEFINITIONS**

- (1) "Advanced Dental Technician" shall mean an adult employee who has at least four years' experience as a Dental Technician other than as an apprentice and has qualified at an approved trade school, and who is engaged in all aspects of Crown and Bridge work (including Ceramics) or Cast Metal Dentures or Maxillo facial work on Orthodontice.
- (2) "Senior Dental Technicians" shall mean a Dental Technician who, in addition to ordinary duties, is required by the employer to supervise the work of three or more other Dental Technicians and/or apprentices.
- (3) "Dental Attendant and/or Receptionist" shall mean an employee who is required to perform any of the following functions, namely: receive patients, attend patients, make or record appointments or keep patients' records, or any work incidental to such functions.
- (4) "Dental Assistant" shall mean an employee who performs similar duties to that of a Dental Attendant and/or Receptionist who is undertaking or has concluded a Certificate IV in Dental Clinic Assisting in a dental establishment, or holds a certificate of proficiency as a Dental Assistant issued by the Dental Assistants' Association as a result of having completed to the satisfaction of the Examiners a training course the standards of which have been approved and accepted by the Australian Dental Association (Western Australian Branch) and the Dental Assistants' Association of Australia, or who holds a certificate recognised by the Dental Assistants' Association of Australia as being equivalent to their certificate of proficiency.
- (5) "Senior Dental Assistant or Senior Dental Attendant and/or Receptionist" shall mean an employee who in addition to normal duties is required to supervise the work of more than one other Dental Assistant or Dental Receptionist and/or Attendant.
- (6) "Laboratory Assistant" shall mean an employee in a Dental Laboratory employed on work other than that work normally performed by a technician or apprentice technician.
- (7) "Casual Employee" shall mean an employee engaged on an hourly basis for not more than one week or who is employed to relieve another employee on annual leave or other leave not including long service leave and shall be informed of those conditions of employment prior to being engaged.
- (8) "Commission" shall mean the Western Australian Industrial Relations Commission.
- (9) "Union" means the Dental Technicians' and Employees' Union of Workers.

## 7. - WAGES

The following shall be the minimum fortnightly rates of wage payable to employees covered by this award.

	CURRENT	ASNA	NEW
(1) Dental Technicians			
(a) Dental Technician	895.70	250.00	1145.70
(b) Senior Dental Technician	912.70	254.00	1166.70
(c) Advanced Dental Technician	974.30	254.00	1228.30
(d) Senior Advanced Dental Technician	991.30	254.00	1245.30
(2) Laboratory Assistants			
(a) Laboratory Assistants	720.80	250.00	970.80
(b) Junior Laboratory Assistants -	percent of adult rate		
Under 16 year of age	48%		
16 to 17 years of age	58%		
17 to 18 years of age	69%		
18 to 19 years of age	82%		
19 to 20 years of age	93%		
20 to 21 years of age	99%		
(3) Apprentices -	percent of Dental Technicians		
	((1)(a)) rate		
(a) 4 year term -			
1st year		42%	
2nd year		55%	
3rd year		75%	
4th year		88%	
(b) 3.5 year term -			
1st six months		42%	
Next year		55%	
Next following year		75%	
Final year		88%	
(c) 3 year term -			
1st year		55%	
2nd year		75%	
3rd year		88%	
	CURRENT	ASNA	NEW
(4) Assistants Attendants and Attendant/Receptionists			
(a) Dental Attendants and/or Receptionist	720.80	250.00	970.80
(b) Dental Assistants	735.20	250.00	985.20
(c) Senior Dental Attendant and/or Receptionist	737.80	250.00	987.80
(d) Senior Dental Assistant	752.20	250.00	1002.20
(e) Junior Dental Assistants, Attendants and	percent of relevant adult rate		
Attendant/Receptionist			
Under 16 years of age		48%	
16 to 17 years of age		58%	
17 to 18 years of age		69%	
18 to 19 years of age		82%	
19 to 20 years of age		93%	
20 to 21 years of age		99%	
(5) Casual employees shall receive twenty percent in addition to the rates prescribed in this clause for the work performed.			

- (6) The rates of pay in this award include arbitrated safety net adjustments available since December 1993, under the Arbitrated Safety Net Adjustment Principle

These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

## **8. - HOURS OF WORK**

- (1) Subject to the provisions of this Award, the ordinary hours of work shall be worked in straight shifts and shall not exceed an average of thirty eight hours per week to be worked over not more than forty hours in any one week nor more than ten hours exclusive of meal breaks, in any one day.
- (2) Ordinary hours shall be worked:
- (a) in the case of Dental Technicians and apprentices between the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday inclusive;
  - (b) in the case of all other employees between 7.30 a.m. and 9.00 p.m. Monday to Friday inclusive and between 8.00 a.m. and 1.00 p.m. on Saturday, provided that:
    - (i) in respect of employees employed at January 1, 1990 the working of ordinary hours beyond 6.00 p.m. on any day from Monday to Friday inclusive shall be by mutual agreement between the employer and the employee; and
    - (ii) where ordinary hours in excess of eight hours are worked by an employee on any one day of a week, such employee shall be required to work ordinary hours on not more than five days in any one week.
- (3) An employee shall not be rostered to work for less than three ordinary hours and in any case shall be paid a minimum of three ordinary hours' pay for that day.
- (4) Saturday and Evening Work:
- (a) All ordinary hours worked on a Saturday shall be paid at the rate of time and a quarter.
  - (b) All ordinary hours worked after 6.00 p.m. Monday to Friday inclusive shall be paid at the rate of fifteen per cent in addition to the ordinary rate of pay prescribed for the work.
- (5) Meal Breaks:
- (a) Employees shall be allowed one meal break per day during ordinary hours. Such meal break shall be not more than one hour nor less than thirty minutes.
  - (b) Where the meal break taken by an employee is -
    - (i) the midday meal, such meal shall be taken between the hours of 11.30 a.m. and 2.00 p.m.;

- (ii) the evening meal, such meal shall be taken between the hours of 4.30 p.m. and 7.00 p.m.
  - (c) An employee shall not be compelled to work for more than six hours straight without a break for a meal.
  - (d) Where the employee is not provided with a meal break in accordance with the provisions of this subclause the employee shall be paid at overtime rates until such time as the meal break is provided.
- (6) An employee shall be entitled to two paid breaks of ten minutes' duration each day, one before and one after the meal break. Provided that the entitlement shall not apply on the occasions where patients' requirements are such that a break cannot reasonably be taken.
- (7) (a) Where ordinary hours in excess of thirty eight are worked in any one week such additional time may be accrued to be taken as rostered time off. Such rostered time off may be taken -
- (i) as a half day off per fortnight;
  - (ii) as a full day off per four weeks; or
  - (iii) in blocks of full days off, either rostered to be taken during the year in which they are accrued or to be taken in conjunction with periods of annual leave.
- The employee is to be notified of the method of rostered time off, if any, which is to apply.
- (b) The seventeen and one half per cent loading on annual leave is not payable on accrued time off taken in conjunction with annual leave.
  - (c) Rostered time off does not accrue during a period of annual leave.
- (8) An employee shall receive at least one week's notice of any rostered time off or of any change of rostered time off -
- (a) Where an employer fails to provide sufficient notice of rostered time off, the employee shall be paid for the ordinary time the employee would have worked had the employee not been so rostered off, at the ordinary time rate.
  - (b) Where an employee having been given insufficient notice of being required to work on a rostered day off is required to work on a rostered day off such employee shall be paid for such time at overtime rates.
- (9) Notwithstanding the provisions of subclauses (7) and (8) of this clause an employer and employee may by mutual agreement substitute a rostered day or half day off for another day or half day as the case may be in which case the rostered day or half day off shall become an ordinary working day.
- (10) Subject to the employer's approval, where one employee agrees with another employee to swap their rostered time off overtime rates shall not apply if such swap involves insufficient notice or the working of hours in excess of those laid down elsewhere in this clause.
- (11) All accrued time off which remains untaken at the date of termination of an employee shall be paid at the rate of pay which applies at the date of termination.

(12) Alternative Hours by Agreement:

Notwithstanding any other provisions of this clause ordinary hours may be worked on such other basis as is agreed between the employer and the Association provided that an average of not more than thirty eight ordinary hours per week may be worked under such an agreement. For an agreement to be made in accordance with this clause it shall be in writing.

(13) Any dispute arising out of the implementation of this clause shall be referred to the Commission for determination.

(14) Transition:

(a) Where as a result of the coming into effect of this clause an employee stands to suffer a reduction in pay as a result of the loss of the receipt of regular overtime for hours worked in excess of eight per day such employee shall not suffer any such reduction in pay provided that -

(i) the overtime which the employee would have received but for the coming into effect of this clause shall be commuted to an allowance of equipment amount to the amount of the said overtime; and

(ii) the amount of such allowance shall be absorbed by up to fifty per cent of any future wage increase until such time as the whole of the allowance has been absorbed.

(b) The amount of the allowance referred to in paragraph (a) hereof shall be agreed between the employer and the employee provided that where the employer and the employee are unable to reach agreement they may call upon the assistance of their respective representative organisation of employers or employees; provided further that if the parties are still unable to reach agreement the matter shall be referred to the Commission for determination.

## **9. - OVERTIME**

(1) All time worked outside the ordinary working hours as set out in Clause 8. - Hours of Work - shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. In the calculation of overtime, each day shall stand alone.

(2) (a) All work performed after 1.00 p.m. Saturday or on a Sunday shall be paid for at the rate of double time.

(b) All hours worked on any of the days prescribed in subclause (1) of Clause 13. - Public Holidays of this Award shall be paid for at the rate of double time and a half.

(3) When an employee is recalled to work after leaving the job or required to work on a rostered day off the employee shall be paid for at least three hours at overtime rates.

(4) Notwithstanding anything contained by this Award -

(a) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

(b) No organisation party to this Award shall in any way, whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon



the working of overtime in accordance with the requirements of this subclause.

- (5) (a) In lieu of payment for overtime, an employee, with the mutual agreement of the employer, shall be allowed time off proportionate to the payment (i.e. at the overtime rate) to which the employee is entitled up to a maximum of an additional ten days per annum. Such time off shall be taken at a mutually agreed time or in conjunction with annual leave.
- (b) An employer shall not require an employee to take time off in lieu of payment for overtime.

**10. - MEAL MONEY**

- (1) An employee required to work overtime for two hours or more shall be supplied with a meal by the employer or paid \$7.40 for a meal.
- (2) If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall provide such meal or pay an amount of \$5.80 for each such meal.
- (3) Meal allowance increases shall be calculated by the percentage change from the appropriate CPI quarter index number last used to increase the allowance, where the allowance was last adjusted or nearest to the date the allowance last changed to the latest quarter index number. This percentage change is then applied to the allowance previously paid
- (4) Where an employer elects not to provide a meal as provided in subclauses (1) and (2) hereof but makes payment in lieu thereof such payments shall be made to the employee prior to the taking of such meal.
- (5) The provisions of subclauses (1) and (2) of this clause do not apply -
  - (a) in respect of any period of overtime for which the employee has been notified on the previous day or earlier that the employee will be required, or
  - (b) to any employee who lives in the locality in which the place of work is situated in respect of any meal for which the employee can reasonably go home.

**11. - TERMINATION OF EMPLOYMENT**

- (1) Notice of termination by employer
  - (a) In order to terminate the employment of an employee, the employer shall give to the employee the following written notice of dismissal:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks
  - (b) In addition to the notice prescribed in subclause (1) (a), employees over forty-five years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
  - (c) Payment in lieu of notice prescribed in subclauses (1) (a) and/or (b), shall be made if the appropriate notice period is not given. Provided that employment

may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had their employment not been terminated shall be used.
- (e) The period of notice in this clause shall not apply in the case of conduct which justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

(2) Notice of termination by employee

The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.

(3) Time-off during notice period

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time-off without loss of pay for the purpose of seeking other employment. The time-off shall be taken at times that are convenient to the employee after consultation with the employer.

(4) Summary Dismissal

Notwithstanding the provisions of this clause, an employer shall have the right to summarily dismiss any employee without notice for misconduct which justifies instant dismissal, and in such case the wages shall be paid up to the time of dismissal only.

## **12. - HIGHER DUTIES**

- (1) An employee engaged on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the time the employee is so engaged but if the employee is so engaged for more than half of one day or shift the employee shall be paid the higher rate for the whole day or shift.
- (2) An employee's regular rate of wage shall not be reduced whilst the employee is temporarily employed on work classified with a lower minimum rate.

## **13. - PUBLIC HOLIDAYS**

- (1) (a) The following days, or the days observed in lieu shall, subject to clause 9. - Overtime hereof, be allowed as holidays, without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a public holiday by arrangement between the parties in lieu of any of the days named in the subclause.
- (b) When any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a public holiday without deduction of pay and the day for which it is substituted shall not be a public holiday.

#### **14. - ANNUAL LEAVE**

- (1) Except as hereinafter provided a period of four consecutive weeks' leave with payment of ordinary wages shall be allowed annually to an employee by the employer after a period of twelve months' continuous service with that employer.
- (2)
  - (a) An employee is to be paid for the period of annual leave at the time payment is made in the normal course of employment, unless the employee requests in writing the employee be paid before the period of leave commences in which case the employee is to be so paid.
  - (b) During a period of annual leave an employee shall receive a loading of 17.5% calculated on the employee's ordinary rate of wage.
- (3) If any Award 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 that period one day being an ordinary working day for each such holiday observed as aforesaid.
- (4)
  - (a) an employee leaves employment or employment is terminated by the employer through no fault of the employee, the employee shall be paid 2.923 hours pay in respect of each completed week of service.
  - (b) In addition to any payment to which the employee may be entitled under paragraph (a) hereof an employee whose employment terminates after the employee has completed a twelve month qualifying period and has not been allowed leave prescribed under this Award in respect of that qualifying period shall be given payment in lieu of that leave or, in a case to which subclause (7) of this clause applies, in lieu of so much of that leave as has not been allowed unless -
    - (i) the employee has been justifiably dismissed for misconduct; and
    - (ii) the misconduct for which the employee has been dismissed occurred prior to the completion of that qualifying period.
- (5) Notwithstanding anything else herein contained, an employer who observes a Christmas closedown for the purpose of granting annual leave may require an employee to take the employees annual leave in not more than two periods but neither of such periods shall be less than one week.
- (6) Any time in respect of which an employee is absent from work except time for which the employee is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Award shall not count for the purpose of determining the employee's right to annual leave.
- (7) In the event of an employee being employed by an employer for portion only of a year the employee shall only be entitled subject to subclause (4) of this clause to such leave on full pay as is proportionate to the employee's length of service during that period with such employer, and if such leave is not equal to the leave given to the other employees the employee shall not be entitled to work on pay whilst the other employees of such employment are on leave on full pay.
- (8) In special circumstances and by mutual consent of the employer, the employee and the union concerned, annual leave may be taken in not more than two periods.
- (9)
  - (a) Where an employer and employee have not agreed when the employee is to take annual leave, subject to (9)(b) the employer is not to refuse the employee taking, at any time suitable to the employee, any period of annual leave entitlement to which accrued more than 12 months before that time.

- (b) The employee is to give the employer at least 2 weeks' notice of the period during which the employee intends to take leave.

(10) The provisions of this clause shall not apply to casual employees.

## **15. – SICK LEAVE**

Entitlement to leave for sickness etc.

- (1) (a) An employee, other than a casual employee, who is unable to work as a result of the employee's illness or injury, is entitled to be paid for periods of absence from work resulting from the illness or injury.
  - (b) in the case of a full-time employee, up to 10 working days or 76 hours, whichever is the lesser, each year.
  - (c) in the case of a part-time employee --
    - (i) who is paid a proportion of a full-time employee's pay; or
    - (ii) who is paid according to the number of hours worked, the proportion of the number of hours worked each week that the average number of hours worked each week bears to 38, up to 76 hours each year.
  - (d) An entitlement under subsection (1) (b) accrues pro rata on a weekly basis.
  - (e) In subsection (1) (a), "year" does not include any period of unpaid leave.
- (2) The unused portions of the entitlement to paid sick leave in any one year shall accumulate from year to year and subject to this clause may be claimed by the employee if the absence by reason of personal ill health or injury exceeds the period for which entitlement has accrued during the year at the time of the absence. Provided that an employee shall not be entitled to claim payment for any period exceeding ten weeks in any one year of service.
- (3) To be entitled to payment in accordance with this clause the employee shall as soon as reasonably practicable advise the employer of the employee's inability to attend for work, the nature of the employee's illness or injury and the estimated duration of the absence. Provided that such advice, other than in extraordinary circumstances shall be given to the employer within 24 hours of the commencement of the absence.
- (4) (a) Except as provided in (b) hereof, the provisions of this clause do not apply to an employee who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the employee shall not be required to produce a certificate from a medical practitioner with respect to absences of two days or less unless after two such absences in any year of service the employer requests in writing that the next and subsequent absences in that year, if any, shall be accompanied by such certificate.
  - (b) The requirement to provide medical certificates under this clause shall also be satisfied if the employee is able to provide alternative evidence that would satisfy a reasonable person of the entitlement to sick leave.
- (5) (a) Subject to the provisions of this subclause, the provisions of this clause apply to an employee who suffers personal ill health or injury during the time when

the employee is absent on annual leave and an employee may apply for and the employer shall grant paid sick leave in place of paid annual leave.

- (b) Application for replacement shall be made within seven days of resuming work and then only if the employee was confined to the employee's place of residence or a hospital as a result of personal ill health or injury for a period of seven consecutive days or more and the employee produces a certificate from a registered medical practitioner that the employee was so confined. Provided that the provisions of this paragraph do not relieve the employee of the obligation to advise the employer in accordance with subclause (3) of this clause if the employee is unable to attend for work on the working day next following the employee's annual leave.
  - (c) Replacement of paid annual leave by paid sick leave shall not exceed the period of paid sick leave to which the employee was entitled at the time the employee proceeded on annual leave and shall not be made with respect to fractions of a day.
  - (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of clause 15. - Annual Leave.
  - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 15. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the employees service has been deemed continuous in accordance with subclause (3) of clause 2 of the Long Service Leave provisions as prescribed by the Long Service Leave General Order and published in the Western Australian Industrial Gazette and as varied from time to time, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.
- (7) The provisions of this clause with respect to payment do not apply to employees who are entitled to payment under the Workers' Compensation Act nor to employees whose injury or illness is the result of the employee's own misconduct.
- (8) The provisions of this clause do not apply to casual employees.

## **16. - PAYMENT OF WAGES**

- (1) Wages shall be paid by cheque, direct transfer or cash at the employer's discretion following consultation with the employees.
- (2) (a) (i) Where the employer requires the employee to establish an account for the purpose of receiving the employee's salary the employee shall pay the costs associated with the establishment and maintenance of such accounts.
  - (ii) The employer may require such an account to be established at a major bank or building society.

- (3) Salaries shall be paid fortnightly.
- (4) Notwithstanding the foregoing, where the employer and the employee agree, an employee may be paid weekly at half the appropriate fortnightly rate.
- (5) For the purpose of effecting the rostering off of employees as provided by Clause 8. - Hours of Work, ordinary wages may be paid either for the actual hours worked each pay period or an amount being calculated on the basis of the average of thirty eight hours per week.
- (6) Where an employee's services are terminated, the employee shall be paid all wages due before leaving the employer's premises or alternatively, a cheque for the amount due may be forwarded by registered post to the employee's last known address within 48 hours of such termination.

## **17. - TIME AND WAGES RECORD**

A record shall be kept in the premises occupied by the employer wherein shall be entered: -

The following are to be recorded for each employee:

1. On a daily basis:
  - (a) start/finish time;
  - (b) paid time; and
  - (c) breaks.
2. For each pay period:
  - (a) designation;
  - (b) gross and net pay; and
  - (c) deductions, including reasons for these deductions.
3. The following records must also be kept:
  - (a) employees name
  - (b) date of birth if under 21 years of age;
  - (c) start date;
  - (d) all leave paid, partly paid or unpaid;
  - (e) relevant information for LSL calculations;
  - (f) any additional information required by the industrial instrument; and
  - (g) any other information necessary to show remuneration and benefits comply with the Agreement.

## 19. - SUPPORTED WAGE SYSTEM

(1) This clause defines the conditions, which will apply to employees who, because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause the following definitions will apply:

- (a) "Supported Wage System" means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
- (b) "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (c) "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- (d) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

(2) Eligibility Criteria

- (a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- (b) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their employment.
- (c) (i) This clause does not apply to employers in respect of their facility, program, undertaking, service or the like which receive funding under the Disability Services Act 1986 and fulfil the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, and such employees.  
  
(ii) Provided that this exclusion shall not prevent Services funded under Section 10 or 12A of the Act referred to in subparagraph (i) hereof, engaging persons who meet the eligibility criteria under the Supported Wages System, on work covered by this Award, where both parties wish to access the System and all other criteria are met.

(3) Supported Wage Rates

- (a) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

Assessed Capacity (Sub-clause 4)	% of Prescribed Award Rate
10%	10%

20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- (b) Provided that the minimum amount payable shall not be less than \$56.00 per week.
- (c) Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

(4) Assessment of Capacity

For the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the employer and the union party to the Award, in consultation with the employee, or;
- (b) the employer and an accredited assessor agreed to by the employer and the Union party to the Award in consultation with the employee.

(5) Lodgement of Assessment Instrument

- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.
- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where the union which is party to the Award is not party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

(6) Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

(7) Other Terms and Conditions of Employment

Where an assessment has been made the applicable percentage shall apply to the wage rate only. Employees covered by the provision of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Award, but be paid at the rate of wage as determined in accordance with this clause.



(8) Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

(9) Trial Period

(a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

(b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

(c) The minimum amount payable to the employee during the trial period shall be no less than such amount as is stipulated by statutory regulation from time to time.

(d) Work trials should include induction or training as appropriate to the job being trailed.

(e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the assessment under subclause (4) of this clause.

(10) The conditions of employment, as agreed, to apply during a trial period or in a continuing employment relationship shall be documented, a copy of which shall be provided by the employer to the person employed in accordance with this clause.

## **20. - RECOGNITION OF QUALIFICATIONS**

(1) Dental Technicians:

(a) Employees who have been employed as technicians for a period of six years at the time of delivery of the Award shall be rated as journeymen.

(b) An employee who is not employed as a technician at the time of the delivery of this Award may be accepted as a journeyman upon production of proof that the employee has previously been employed in such a capacity for a period of not less than six years.

(c) An employee who is unable to fulfil the conditions set out in (a) and (b) above and who is desirous of being recognised as a technician shall submit to examination by the apprentice Examiners and shall bear the cost of such examination.

(2) Dental Assistants:

(a) An employee who holds a Certificate in Dental Clinic Assisting issued by the Technical Education Division of the Education Department and who has been employed for not less than three months in a dental practice after obtaining the aforesaid certificate shall be recognised as a Dental Assistant.

- (b) An employee who holds a Certificate of Proficiency as a Dental Assistant issued by the Dental Assistants Association as a result of having completed to the satisfaction of the examiners a training course the standards of which have been approved and accepted by the Australian Dental Association (Western Australian Branch) and the Dental Assistants Association of Australia, shall be recognised as a dental assistant.

## **21. - APPRENTICES**

- (1) Subject to the provisions of this clause, the Apprenticeship Regulations 1981 (hereinafter referred to as "the Apprenticeship Regulations") are incorporated in and form part of this Award.
- (2) Apprentices may be taken to the trade of Dental Technology in the proportion of one apprentice to every two or fraction of two tradespersons, provided that a dentist may be regarded as a tradesperson for the purpose of this subclause.
- (3) No minor shall be employed as an apprentice unless the employee has completed the tenth year of schooling and has obtained the High School Certificate or Junior Certificate of the Public Examinations Board in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, the period of apprenticeship shall be four years.
- (4) Where the apprentice has completed the eleventh year of schooling and has obtained the High School Certificate or Junior Certificate of the Public Examinations Board in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, the employee may be allowed a credit to reduce the period of three and a half years.
- (5) Where the apprentice has completed the twelfth year of schooling and has obtained the High School Certificate or Leaving Certificate of the Public Examinations Board in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, the employee may be allowed a credit to reduce the period to three years.
- (6) A minor who has satisfactorily completed an approved pre-apprenticeship course conducted by the Technical Education Division of the Education Department may be indentured as an apprentice under this Award on a three year term of apprenticeship.
- (7) Where classes are provided by the Technical Education Division of the Education Department in the locality in which the apprentice is employed, the hours of attendance at such classes shall be 8 hours per week for the first, second and third school years.
- (8) No junior shall be employed on work for which an apprenticeship is provided, except when engaged on probation with a view to an apprenticeship.

## **22. - UNIFORMS**

- (1) Where an employee is required by the employer to wear a special uniform subject to subclause (3) such uniform shall be provided and laundered by the employer at the employers' expense.
- (2) Where the conditions of work are such that an employee is unable to avoid the employee's clothing becoming excessively dirty, the employee shall be provided with protective clothing or material, subject to subclause (3) such clothing or material shall be provided and laundered by the employer at the employers' expense.

- (3) Where subclause (1) or (2) of this clause apply the employer may: -
- (a) pay an allowance of \$4.50 per week in lieu of providing such special uniform, clothing or material;
  - (b) pay an allowance of \$3.00 per week in lieu of laundering such special uniform, clothing or material.
- (4) Any dispute arising out of this clause may be dealt with in accordance with the clause 24. - Disputes Settlement Procedure.

### **23. - RIGHT OF ENTRY**

A relevant person or authorised representative of the Union, as defined by the Industrial Relations Act 1979 as amended from time to time or its successor (the "Act"), may enter, during working hours, the premises of the employer in accordance with the provisions of "Part II Division 2F – Keeping of and access to employment records" and/or "Part II Division 2G – Right of entry and inspection by authorised representative" of the Act.

### **24. - DISPUTES SETTLEMENT PROCEDURE**

(1) Preamble

Subject to the provisions of the Industrial Relations Act 1979 (as amended) any question, disputes or difficulties, or any matter raised by the Union or a respondent employer and the employees of the employer, shall be settled in accordance with the procedures set out herein.

The parties agree that no bans, stoppages or limitations or lockouts will be imposed prior to, or during the time this procedure is being followed.

This clause in no way limits the rights of employers, employees and the Union under the Occupational Health, Safety and Welfare Act 1984 or other related legislation.

(2) Procedure

Where the matter is raised by an employee or a group of employees, the following steps shall be observed.

- (a) The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within two working days, refer the matter to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly.
- (b) The senior officer shall, if able, answer the matter raised within five working days of it being referred and if the senior officer is not so able, refer the matter to the employer for the employers attention, and the employee(s) shall be advised accordingly.
- (c) (i) If the matter has been referred in accordance with paragraph (b) above the employee(s) or the shop steward shall notify the Union Secretary or nominee, to enable the opportunity of discussing the matter with the employer.  
(ii) The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary the Union of its decision. Provided that such advice shall be given within 21 calendar days of the matter being referred to the employer.

- (d) Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Western Australian Industrial Relations Commission.

The status quo (i.e. the condition applying prior to the issue arising) will remain until the issue is resolved in accordance with the procedure outlined above.

- (e) Nothing in this procedure shall preclude the parties reaching agreement to shorten or extend the period specified in subclauses (2)(a), (b) or (c)(ii).

## **25. - POSTING OF AWARD AND UNION NOTICES**

A copy of the Award (if supplied by the union) and union notices signed by an accredited representative of the union, shall be allowed to be posted on the employer's premises in a place agreed to by the employer and easily accessible to the employees.

## **26. - LONG SERVICE LEAVE**

The long service leave general order provisions as published in the Western Australian Industrial Gazette and as varied from time to time are hereby incorporated in and form part of this Award.

## **27. - LOCATION ALLOWANCES**

- (1) Subject to the provisions of this clause, in addition to the rates prescribed in the wages clause of this award, an employee shall be paid the following weekly allowances when employed in the towns prescribed hereunder. Provided that where the wages are prescribed as fortnightly rates of pay, these allowances shall be shown as fortnightly allowances.

TOWN	PER WEEK
Agnew	\$17.30
Argyle	\$45.60
Balladonia	\$17.40
Barrow Island	\$29.70
Boulder	\$7.20
Broome	\$27.70
Bullfinch	\$8.20
Carnarvon	\$14.20
Cockatoo Island	\$30.40
Coolgardie	\$7.20
Cue	\$17.70
Dampier	\$24.00
Denham	\$14.20
Derby	\$28.80
Esperance	\$5.20
Eucla	\$19.40
Exmouth	\$25.00
Fitzroy Crossing	\$34.80
Goldsworthy	\$15.40
Halls Creek	\$39.90
Kalbarri	\$6.00
Kalgoorlie	\$7.20
Kambalda	\$7.20
Karratha	\$28.60
Koolan Island	\$30.40
Koolyanobbing	\$8.20

TOWN	PER WEEK
Kununurra	\$45.60
Laverton	\$17.60
Learmonth	\$25.00
Leinster	\$17.30
Leonora	\$17.60
Madura	\$18.40
Marble Bar	\$43.80
Meekatharra	\$15.20
Mount Magnet	\$19.00
Mundrabilla	\$18.90
Newman	\$16.60
Norseman	\$14.90
Nullagine	\$43.70
Onslow	\$29.70
Pannawonica	\$22.40
Paraburdoo	\$22.30
Port Hedland	\$23.90
Ravensthorpe	\$9.20
Roebourne	\$32.90
Sandstone	\$17.30
Shark Bay	\$14.20
Shay Gap	\$15.40
Southern Cross	\$8.20
Telfer	\$40.50
Teutonic Bore	\$17.30
Tom Price	\$22.30
Whim Creek	\$28.40
Wickham	\$27.60
Wiluna	\$17.60
Wittenoom	\$38.70
Wyndham	\$42.90

- (2) Except as provided in subclause (3) of this clause, an employee who has:
- (a) a dependant shall be paid double the allowance prescribed in subclause (1) of this clause;
  - (b) a partial dependant shall be paid the allowance prescribed in subclause (1) of this clause plus the difference between that rate and the amount such partial dependant is receiving by way of a district or location allowance.
- (3) Where an employee:
- (a) is provided with board and lodging by his/her employer, free of charge; or
  - (b) is provided with an allowance in lieu of board and lodging by virtue of the award or an order or agreement made pursuant to the Act;
- such employee shall be paid  $66\frac{2}{3}$  per cent of the allowances prescribed in subclause (1) of this clause.
- (4) Subject to subclause (2) of this clause, junior employees, casual employees, part time employees, apprentices receiving less than adult rate and employees employed for less than a full week shall receive that proportion of the location allowance as equates with the proportion that their wage for ordinary hours that week is to the adult rate for the work performed.

- (5) Where an employee is on annual leave or receives payment in lieu of annual leave he/she shall be paid for the period of such leave the location allowance to which he/she would ordinarily be entitled.
- (6) Where an employee is on long service leave or other approved leave with pay (other than annual leave) he/she shall only be paid location allowance for the period of such leave he/she remains in the location in which he/she is employed.
- (7) For the purposes of this clause:
  - (a) "Dependant" shall mean -
    - (i) a spouse or defacto partner; or
    - (ii) a child where there is no spouse or defacto partner;

who does not receive a location allowance or who, if in receipt of a salary or wage package, receives no consideration for which the location allowance is payable pursuant to the provisions of this clause.
  - (b) "Partial Dependant" shall mean a "dependant" as prescribed in paragraph (a) of this subclause who receives a location allowance which is less than the location allowance prescribed in subclause (1) of this clause or who, if in receipt of a salary or wage package, receives less than a full consideration for which the location allowance is payable pursuant to the provisions of this clause.
- (8) Where an employee is employed in a town or location not specified in this clause the allowance payable for the purpose of subclause (1) of this clause shall be such amount as may be agreed between Australian Mines and Metals Association, the Chamber of Commerce and Industry of Western Australia and the Trades and Labor Council of Western Australia or, failing such agreement, as may be determined by the Commission.
- (9) Subject to the making of a General Order pursuant to s.50 of the Act, that part of each location allowance representing prices shall be varied from the beginning of the first pay period commencing on or after the 1st day in July of each year in accordance with the annual percentage change in the Consumer Price Index (excluding housing), for Perth measured to the end of the immediately preceding March quarter, the calculation to be taken to the nearest ten cents.

## **28. - BEREAVEMENT LEAVE**

Entitlement to bereavement leave

- (1) (a) Subject to subclause 2 of this clause, on the death of -
  - (i) the spouse or de facto spouse of an employee;
  - (ii) the child or step-child of an employee;
  - (iii) the brother or sister of an employee
  - (iv) the parent, step-parent or grand parent of an employee; or
  - (v) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family,

The employee is entitled to paid bereavement leave of up to 2 days.

- (a) The 2 days need not be consecutive.
- (b) Bereavement leave is not to be taken during a period of any other kind of leave

(2) Proof in support of claim for leave

An employee who claims to be entitled to paid leave under subclause (1) is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to -

- (a) the death that is the subject of the leave sought; and
- (b) the relationship of the employee to the deceased person.

**29. - PART-TIME EMPLOYEES**

- (1) A "part-time employee" means an employee regularly employed to work less hours than prescribed in Clause 8. - Hours of Work of this Award and observed by the employer.
- (2) When an employee is employed under the provisions of this clause, they shall be paid at a rate pro rata to the rate prescribed for the class of work in which they are engaged in the proportion to which their weekly hours bear to the weekly hours of an employee engaged full-time on that class of work in the employer's premises.
- (3) When an employee is employed under the provisions of this clause, they shall be entitled to annual leave, long service leave, holidays and sick leave and any allowances in accordance with the provisions of this Award with payment being in the proportion to which their weekly hours bear to the weekly hours of an employee engaged full-time in that class of work.
- (4) The employer may vary the ordinary hours of a part-time employee where the employee consents in writing provided that the employer shall give the part-time employee 48 hours notice of such variation in hours. For period of less than 48 hours payment for the hours in addition to the ordinary hours shall be paid in accordance with Clause 9. - Overtime.

**30. - PARENTAL LEAVE**

(1) Definitions

For the purpose of this clause:

- (a) "Child" means a child of the employee under the age of one year except for adoption of a child where "child" means a person under the age of five years of age who is placed with the employee for the purpose of adoption, other than a child or step-child of the employee or of the spouse of the employee or child who has previously lived continuously with the employee for a period of six months or more.
- (b) "Parental leave" means maternity, paternity or adoption leave taken in accordance with this clause.

(2) Basic entitlement

- (a) Employees who have completed not less than 12 months' continuous service are entitled to 52 weeks unpaid parental leave in relation to the birth or adoption of their child. For females maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- (b) Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
  - (i) for maternity leave and paternity leave, an unbroken period of one week at the time of the birth of the child;
  - (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.
- (c) In order to demonstrate to the employer that, subject to paragraph (b), only one parent will be off on Parental leave at a time an employee shall, when applying for parental leave, provide the employer with a statutory declaration stating particulars of any period of parental leave sought or taken by the employee's spouse.

(3) Maternity leave

- (a) An employee will provide to the employer at least 10 weeks in advance of the expected date of confinement:
  - (i) a certificate from a registered medical practitioner stating that the employee is pregnant and the expected date of confinement; and
  - (ii) written notification of the date on which the employee proposes to commence maternity leave, and the period of leave to be taken.
- (b) Subject to paragraph (c) and unless agreed otherwise between employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- (c) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that employee is fit to work on normal duties.
- (d) Where the pregnancy of an employee terminates after 27 weeks and the employee has not commenced maternity leave, the employee may take unpaid leave (to be known as special maternity leave) for such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the delivery, an employee shall be entitled to access paid sick leave to which the employee is entitled, in lieu of, or in addition to, special maternity leave.
- (e) Where leave is granted under paragraph (d) of this subclause, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- (f) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed



four weeks from the date of notice in writing by the employee to the employer that the employee desires to resume work.

- (g) Where an employee then on maternity leave suffers illness related to the pregnancy, the employee may take such paid sick leave as to which the employee is then entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before the employee's return to work provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed twelve months.

(4) Paternity leave

An employee will provide to the employer, at least 10 weeks prior to each proposed period of paternity leave:

- (a) a certificate from a registered medical practitioner which names the spouse, states that the employee is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) written notification of the date on which the employee proposes to start and finish the period of paternity leave.

(5) Adoption leave

- (a) The employee will notify the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) The employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (c) The employer shall grant an employee who is seeking to adopt a child such unpaid leave as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee, the employer may require the employee to take such leave in lieu of unpaid leave.
- (d) Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from the date of notification for the employee's return to work.

(6) Variation of notice period

Notwithstanding the requirement to give at least 10 weeks notice of the date of commencement of parental leave, such notice may be for a greater or lesser period, where it is necessary to vary the date of commencement of parental leave due to a variation in the actual date of arrival of the child. Such variation does not count as a variation for the purposes of subclause (7) of this clause.

(7) Variation of period of parental leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change shall be notified at least four weeks prior to the commencement of the changed arrangements.

(8) Parental leave and other entitlements

- (a) An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which the employee has accrued, such as annual leave and long service leave, subject to the total amount of leave not exceeding 52 weeks.
- (b) The employer may require an employee on parental leave to be paid any accrued time off in lieu of overtime, during such period of leave and prior to the payment of any other leave entitlements in accordance with paragraph (a) of this subclause.

(9) Transfer to a safe job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at the employee's present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

(10) Entitlement to part-time employment

- (a) An employee will notify of their intention to return to work after a period of parental leave or part-time work entered into in accordance with this clause at least four weeks prior to the expiration of the leave or part-time work.
- (b) An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause (9), the employee will be entitled to return to the position they held immediately before such transfer. An employee who entered into part-time work in accordance with subclause (10) will be entitled to return to the employee's former position.
- (c) When such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

(11) Returning to work after a period of parental leave or part-time work

(12) Replacement employees

- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

(13) Notwithstanding any Award, agreement or other provision to the contrary:

- (a) absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the Award.

- (b) Commencement of part-time employment in accordance with this clause, and return from part-time to full-time work under this clause, shall not break the continuity of service or employment.

### **31. - SUPERANNUATION**

Note: The *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2005* provides that individual employees generally have the opportunity to choose their own superannuation funds. For further information see the AIRC guidance note — [Choice of Superannuation Funds and Award Provisions](#).

Employees shall be entitled to superannuation benefits in accordance with the provisions of this clause.

(1) Definitions:

For the purposes of this clause:

- (a) "Approved Occupational Superannuation Fund" means a superannuation fund approved by the Occupational Superannuation Commission.
- (b) The Fund means the Health Employees Superannuation Trust Australia (HESTA).
- (c) "Ordinary time earnings" means the actual rate of wage paid by the employer to the employee for ordinary hours worked and shall include any allowance regularly paid for working ordinary hours and/or for the class of work regularly undertaken by the employee, including allowances for working ordinary hours after 6.00p.m., and or on Saturday morning, and in respect of casual employees, shall include any casual loading prescribed by the Award but not including any bonuses, commissions, payments for overtime other than overtime payments which are a component of a salary averaging arrangement, or any other extra-ordinary payments, remuneration or allowances including meal allowances.
- (d) "Eligible employee" shall mean an employee in respect of which superannuation contributions are required to be made by virtue of the provisions of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth. Provided that an eligible employee shall continue to be eligible during any period of paid leave.

(2) Payment:

- (a) An employer shall contribute an amount not less than the percentage amount prescribed by the Superannuation Guarantee (Administrative) Act 1992 or its successor, of the ordinary time earnings of each eligible employee to the account of such employee in the Fund in accordance with the rules of such Fund and the provisions of this clause.
- (b) Contributions shall be calculated on the basis of the employee's pay period, and shall, unless the rules of the Fund provide otherwise, be paid to the fund on a monthly basis.

(3) Members' Additional Voluntary Contributions:

An employee may elect to make additional contributions to the Fund and the employer shall, where such election is made upon the direction of the employee deduct such contributions from the employee's wages and pay them to the Fund in accordance with the direction of the employee and the rules of the Fund.

(4) No contributions shall be made for:

- (a) Periods of unpaid leave or unauthorised absences; or
- (b) Annual leave on termination or any other payments on termination.

(5) Employee Entry into Fund:

Contributions in accordance with subclause (2) of this clause shall be made by the employer on behalf of each eligible employee from the date one month after the employee commences employment.

(6) The employer shall provide the employee with an application to join the Fund and documentation explaining the fund within one week of qualifying for entitlement under this clause.

(7) Compliance, Nomination and Transition

Notwithstanding anything contained elsewhere herein which requires that contribution be made to a superannuation fund or scheme in respect of an employee, on and from 30 June 1998 -

- (a) Any such fund or scheme shall no longer be a complying superannuation fund or scheme for the purposes of this clause unless -
  - (i) the fund or scheme is a complying fund or scheme within the meaning of the Superannuation Guarantee (Administration) Act 1992 of the Commonwealth; and
  - (ii) under the governing rules of the fund or scheme, contributions may be made by or in respect of the employee permitted to nominate a fund or scheme;
- (b) The employee shall be entitled to nominate the complying superannuation fund or scheme to which contributions are to be made by or in respect of the employee;
- (c) The employer shall notify the employee of the entitlement to nominate a complying superannuation fund or scheme as soon as practicable;
- (d) A nomination or notification of the type referred to in paragraphs (b) and (c) of this subclause shall, subject to the requirements of regulations made pursuant to the Industrial Relations Legislation Amendment and Repeal Act 1995, be given in writing to the employer or the employee to whom such is directed;
- (e) The employee and employer shall be bound by the nomination of the employee unless the employee and employer agree to change the complying superannuation fund or scheme to which contributions are to be made;
- (f) The employer shall not unreasonably refuse to agree to a change of complying superannuation fund or scheme requested by a employee;

Provided that on and from 30 June 1998, and until an employee thereafter nominates a complying superannuation fund or scheme -

- (g) if one or more complying superannuation funds or schemes to which contributions may be made be specified herein, the employer is required to make contributions to that fund or scheme, or one of those funds or schemes nominated by the employer;

or

- (h) if no complying superannuation fund or scheme to which contributions may be made be specified herein, the employer is required to make contributions to a complying fund or scheme nominated by the employer.

### **32. - ENTERPRISE AGREEMENTS**

- (1) (a) The employer and employees covered by this award, may reach agreement to vary any provision of this award to meet the requirements of the employer's business and the aspirations of the employees concerned.
  - (b) Such agreements shall be subject to the procedures contained in subclause (2) of this clause.
- (2) (a) The proposed variations shall be committed to writing, and be the subject of negotiations between the persons directly concerned with their effect.
  - (b) Nothing in this clause shall prevent the employees from seeking advice from, or representation by, the union during such negotiations.
  - (c) Any agreement reached out of this negotiation process shall be committed to writing and, if the union has not been involved in the negotiations, a copy shall be sent to the Secretary of the union.
  - (d) Where the agreement represents the consent of the employer and the majority of the employees concerned, the union shall not unreasonably oppose the terms of that agreement.
- (3) Prior to the employer and the employees giving effect to the terms of the negotiated agreement, it shall be submitted to the Western Australian Industrial Relations Commission for inclusion in the award.

### **33. - REDUNDANCY**

#### **1. Termination of Employment**

- (a) Discussions before termination
  - (i) Where an employer for any reason, including the cessation or reduction of grant funding, has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.
  - (ii) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of subclause 1(a)(i) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

(iii) For the purpose of the discussion, the employer shall, as soon as practicable, provide in writing to the employees concerned and the Union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number of categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations 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.

(b) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause 1 (a) (i), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof, 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.

(c) Severance Pay

(i) In addition to the period of notice prescribed for ordinary termination in Clause 11. - Termination of Employment subclause 1(a)(i) and 1(a)(ii), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in subclause 1(a)(i), shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
Less than one year	nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and over	8 weeks' pay

(ii) "Week's Pay" means the employee's current ordinary time hourly rate of pay multiplied by the average of weekly hours (excluding overtime) worked over the past 52 weeks.

(d) Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in subclause 1 (a) (i), may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of the remainder of the period of notice.

(e) Alternative Employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(f) Time off during notice period

- (i) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(g) Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees in the circumstances outlined in subclause 1 (a) (i), the employer, shall notify the local office of the Commonwealth Employment Service as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(h) Employees Exempted

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(i) Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's capacity to pay.

**SCHEDULE A. – NAMED UNION PARTY**

The W.A. Dental Technicians' and Employees' Union of Workers



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