

## **AN150045 – Dental Technicians and Attendants Award**

This AIR consolidated award reproduces the former State award Dental Technicians and Attendants Award as at 27 March 2006.

### **About this Award:**

Former award of the Industrial Relations Commission of South Australia.

Printed by authority of the Commonwealth Government Printer.

### **Disclaimer:**

Please note that this consolidated former State award is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.

**DENTAL TECHNICIANS AND ATTENDANTS AWARD**

**CLAUSE 1. PERSONS BOUND**

OPDATE 09:07:92 on and from

(a) Except as provided in subclause (b) hereof this award shall be binding upon all persons employed in or in connection with the industry of dentistry, other than clerks, whether as employers or employees and whether members of an association or not.

(b) This award shall not be binding on those persons who at the time of making this award were subject to a registered industrial agreement within the meaning of the Industrial & Employee Relations Act 1994 as amended or upon The Commissioner for Public Employment or any Public Service employee.

**CLAUSE 2. SCOPE**

OPDATE 09:07:92 on and from

This award applies to the industry of occupations of persons employed in or in connection with the industry of dentistry other than clerks.

**CLAUSE 3. LOCALITY**

OPDATE 09:07:92 on and from

This award shall apply throughout the State of South Australia.

**CLAUSE 4. TITLE**

OPDATE 09:07:92 on and from

This Award shall be known as the Dental Technicians and Attendants Award.

**CLAUSE 5. WAGES**

OPDATE 09:07:92 on and from

The rates of pay and work related allowances payable to employees under this Award are set out in Schedule 1 to this Award.

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OPDATE 01:02:2006 on and from

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**CLAUSE 6. APPRENTICES**

OPDATE 09:07:92 on and from

(a) The minimum rates of wages which shall be paid to Apprentices shall be the following percentages of the rate payable to the adult Dental Technician.

	%
17 years of age or under	42
18 years of age and under 19 years	55
19 years of age and under 20 years	75
20 years of age and under 21 years	88

(The above rates shall be calculated to the nearest 10 cents per week, any fraction less than 5 cents to go to the lower multiple and 5 cents or more to go to the higher).

(b) The minimum rate of wages which shall be paid to a minor who has completed their apprenticeship before attaining the age of twenty one years, shall until he/she reaches the age of twenty one years, be the rate payable under this award to an adult Dental Technician.

(c) Minors under the age of seventeen years may be employed in the industry going messages, cleaning and sweeping premises or at work of a similar type.

(d) The proportion of apprentices who may be employed by an employer shall not exceed one to every three or fraction of three Dental Technicians, provided that where at least two Dental Technicians are employed and where any apprentice shall have completed at least three years term of apprenticeship, then one other may be indentured to commence his/her apprenticeship.

(e) No employer (other than a laboratory owner) shall be permitted to engage an apprentice under this award unless they have at least one qualified Dental Technician employed on a full time basis.

## **CLAUSE 7. CASUAL EMPLOYEES AND REGULAR PART-TIME EMPLOYEES**

OPDATE 09:07:92 on and from

### (1) Casual Employees

(a) The minimum rate of wages which shall be paid to casual employees shall be calculated on an hourly basis, according to the rates and hours prescribed by this award, with the addition of 20 per centum.

(b) A casual employee shall be entitled to be paid for a minimum engagement of three hours.

### (2) Regular Part-time Employees

(a) A regular part-time employee shall mean an employee who is regularly engaged for not less than twelve hours and not more than thirty-five hours in any one week.

(b) A regular part-time employee shall be paid a minimum of four hours for each day so employed.

(c) The rate of pay for a regular part-time employee shall be the appropriate ordinary hourly rates prescribed by clause 5. Wages and shall include all penalties and entitlements provided by the award.

(d) A regular part-time employee shall be entitled to annual leave as provided by clause 14 and Sick leave as provided by clause 17 payment for which is to be calculated on a pro-rata basis according to the number of hours worked per week. If no fixed number of hours are worked per week then payment is to be made based on the average number of hours worked in the preceding twelve months or lesser time worked, which ever is appropriate.

(e) A regular part-time employee who usually works on a day of the week on which a public holiday falls and who is not required to work on that day, shall be paid for the hours for which they would normally have worked on that day.

(f) No person employed as a Dental Attendant prior to 23 February 1990, shall have their hours of work reduced by virtue of the coming into operation of this clause, unless the Dental Attendant so requests in writing.

## **CLAUSE 8. HOURS**

OPDATE 09:07:92 on and from

(a) As from the first pay week commencing on or after 1st December 1989, the number of hours to be worked in order to entitle the employee to the wages fixed by this award shall not exceed an average of 38 per week to be implemented in accordance with Clause 8A.

(b) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, at the discretion of the employer.

(c) There shall be a cessation of work and of working time each day inclusive for the purpose of a meal of not less than 30 minutes but not more than 60 minutes. An employee shall not be compelled to work for more than 5 hours continuously without a break for a meal. Where an employee is required to work more than 5 hours without a break, during the remainder of the ordinary working hours, the employee shall receive the appropriate over-time pay for the time worked.

(d) There shall be at least one tea break of not less than 10 minutes per start and this break shall be counted as time worked.

#### **CLAUSE 8A. IMPLEMENTATION OF SHORTER WORKING WEEK**

OPDATE 09:07:92 on and from

(a) From the beginning of the first pay week commencing on or after 1st December 1989, the ordinary hours of work shall be an average of 38 hours per week as provided in Clause 8. 'Hours'.

(b) The method of implementation of the 38 hour week may be any of the following:

(i) by employees working less than eight ordinary hours each day;

(ii) by employees working less than eight ordinary hours on one day each week;

(iii) by employees working less than eight ordinary hours on one day each fortnight;

(iv) by employees working a twenty-day cycle being nineteen working days and one day off in the cycle.

(c) The method of implementation of the shorter working week is to be discussed between the employer and the employees. In the event of no agreement being reached on the method of implementation Clause 29 Grievance and Dispute Settling Procedure shall be utilised.

#### **CLAUSE 9. STARTING AND FINISHING TIMES**

OPDATE 08:04:2002 on or after

The ordinary hours of work prescribed by clause 8 hereof shall be performed within the following times:

(a) Dental Technicians between the hours of 8a.m. and 5.30p.m. However, where agreement exists between the employer and the employees or employee, between the hours of 6am and 6.30pm

(b) Dental attendants between the hours of 8.00 a.m. and 6.30 p.m. on Mondays to Fridays inclusive and 8.00 a.m. to twelve noon on Saturdays.

#### **CLAUSE 10. SATURDAY WORK - ORDINARY HOURS**

OPDATE 09:07:92 on and from

(a) All time worked by Dental Attendants in ordinary hours on a Saturday shall be paid for at the rate of time and a quarter.

(b) All time worked outside of ordinary hours on a Saturday shall be paid for at the rate of time and a half up to 12 noon and double time thereafter.

#### **CLAUSE 11. OVERTIME**

OPDATE 09:07:92 on and from

(a) Subject to subclause (d) of this Clause, all time worked in excess of the ordinary hours of work before the prescribed starting time or after the prescribed finishing time,

shall be paid for at the rate of time and a half for the first 3 hours and double time thereafter.

(b) Saturdays and Sundays - subject to subclause (d) of this Clause, all overtime worked on any Saturday morning up to 3 hours shall be paid at the rate of time and a half. Overtime worked in excess of 3 hours prior to noon on any Saturday and all overtime worked on Saturday afternoon or on any Sunday shall be paid at the rate of double time.

(c) An employee recalled to work after the expiration of their customary working time (whether notified before or after leaving the premises) for the day and after he/she has left work for the day, shall be paid for a minimum of three hours work at the appropriate rate.

(d) In calculating overtime, each day shall stand alone.

**CLAUSE 11A. TIME OFF WHEN OVERTIME WORKED**

OPDATE 09:07:92 on and from

(a) When overtime is necessary it shall whenever reasonably practicable be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

(b) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day such that at least 10 consecutive hours off duty between those times has not occurred shall subject to this clause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) If on the instruction of an employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**CLAUSE 11B. ON CALL AND RECALL TO DUTY**

OPDATE 09:07:92 on and from

(i) Allowances.

(a) An employee who is rostered to be on call of a night time shall receive an additional amount of \$5.10 for each night.

(b) An employee who is rostered to be on call during a Saturday, Sunday, public holiday, programmed day off, or any day the employee would normally be rostered off duty shall receive an amount of \$11.30 per day.

(ii) Conditions.

(a) Employees concerned shall not be required to remain at home for the whole time of on call but may leave their home, provided that they can be contacted by telephone and remain in reasonably close proximity to the most probable place of employment. Advice of the telephone contact must be given by the employees concerned prior to leaving their homes, or alternatively a paging device, provided by the employer may be used.

(b) If an employee on the on call roster wishes to interchange with another employee on the roster, the employee may do so providing the approval is obtained before normal finishing time.

(c) When an employee is called out to work outside of the employees normal working hours the employee should be paid in accordance with the relevant overtime or call out provisions for the award.

**CLAUSE 11C. TIME OFF IN LIEU OF PAYMENT FOR OVERTIME**

OPDATE 09:07:92 on and from

Notwithstanding Clause 11. of this Award, an employee and his/her employer may agree that time off in lieu of payment for overtime be taken in accordance with the following provisions:

- (a) The employees agreement shall be recorded in writing.
- (b) The employer shall maintain appropriate time records showing when the overtime was worked and when time off in lieu was taken by the employee.
- (c) The time off in lieu shall be taken at a time mutually agreed between the employee and employer but in no case later than four weeks after the overtime was worked.
- (d) For the purposes of this clause, time off in lieu of overtime shall be calculated on an hour for hour basis unless the overtime worked in any one week exceeds 7.6 hours in which case time off in lieu shall be calculated on the basis of one hours overtime = one and half hours time off in lieu.
- (e) If an employee resigns their employment or their employment is terminated by the employer after the employee has worked overtime for which it was agreed time off in lieu of payment be taken but for which no time off was taken, then payment at the appropriate overtime rate shall be made.

**CLAUSE 12. SUNDAYS AND PUBLIC HOLIDAYS**

OPDATE 09:07:92 on and from

- (a) The following public holidays shall be allowed without loss of pay:

New Year's Day, Australia Day, Good Friday, the day after Good Friday, Easter Monday, Anzac Day, the third Monday in May (Adelaide Cup Day), Queen's Birthday, Labor Day, Christmas Day and Proclamation Day and any other day which by any Act of Parliament or by proclamation may be created a public holiday or be substituted for any of such holidays.

- (b) Employees on a weekly contract of hiring who are not required to work on any of the holidays mentioned in subclause (a) of this clause shall be paid at ordinary rates of pay for any such day.
- (c) Employees required to work on any of the holidays mentioned in subclause (a) of this clause shall be paid double time for all time worked on such holidays.

**CLAUSE 12A . CHRISTMAS DAY FALLING ON A SATURDAY OR SUNDAY**

OPDATE 10:12:99 on and from

- (a) Applicability

Despite any other provisions in the Award when Christmas Day falls on a Saturday or Sunday and the declared Christmas Day public holiday is a day other than the actual day (that is, the Christmas Day public holiday has been substituted for another day), the following arrangements will apply but only for weekly hired employees who do not work a standard Monday to Friday week. Employees employed to work the standard week of Monday to Friday, will be paid in accordance with the existing Public Holiday provisions of the Award.

(i) **actual day** means a Saturday or Sunday that is a Christmas Day but the declared public holiday for the Christmas Day has been gazetted for another day.

(ii) **substitute day** means the day that is gazetted a public holiday in lieu of the public holiday for Christmas Day falling on a Saturday or Sunday.

(b) Full Time Employees

(i) An employee rostered and not required to work on the actual day will be paid for that day at ordinary rates but will not be entitled to the substitute day;

(ii) An employee rostered and required to work on the actual day will be entitled to:

(a) in addition to the normal Saturday or Sunday payment (as appropriate), a Christmas Day loading of one half of an ordinary day's pay, and

(b) the substitute day as a holiday. However, where the substitute day falls on a non-working day, the employee is entitled to either an additional day's pay or an additional day's leave with pay.

(iii) An employee rostered and required to work both on the actual day and also on the substitute day will be entitled to:

(a) for the actual day, the payment described in (b)(ii)(a), and,

(b) for the substitute day, either public holiday rates or be granted an additional day's leave in lieu of the public holiday rates.

(c) Part Time Employees

(i) An employee rostered and not required to work on the actual day will be paid for that day at ordinary rates but will not be entitled to the substitute day.

(ii) An employee rostered and required to work on the actual day will be entitled to:

(a) the payment described in (b)(ii)(a), and

(b) another day, which may or may not be the substitute day, as a holiday, or payment at ordinary rates for an additional day of equal length.

(iii) If the benefits of (i) or (ii) apply, an employee who works on the substitute day, will be paid at ordinary time rates for such day.

**CLAUSE 13. TIME BOOKS**

OPDATE 09:07:92 on and from

Each employer shall keep or cause to be kept time and wage records as required by Section 102 of the Industrial & Employee Relations Act 1994. Any official of the Federated Miscellaneous Workers Union of Australia (S.A. Branch) where that Union has members in the employers premises, who produces an authorisation in writing by the President thereof which said authorisation shall bear a certificate in writing of its authenticity signed by the Industrial Registrar shall be permitted by the employer bound by the award to enter into the employer's premises where work is being performed by an employee bound by this award at any reasonable times during which such work is being performed for the purpose of inspecting the time and wages records required to be kept by the employer of any such employee as hereinbefore provided and to interview and interrogate any employee in the industry to which this award applies and who is a member of the Union concerning such time book.

### **CLAUSE 13A. PAYMENT OF WAGES**

OPDATE 09:07:92 on and from

(a) The employer shall not hold more than 3 days wages in hand upon paying the wages due to the employee at the end of the pay period.

Provided, however, that payment for overtime worked on the weekend prior to any pay day may be paid in the following pay period.

(b) Where the employment of an employee whose contract of hiring is by the week and is terminated by notice given by either party, in accordance with Clause 30 the employer shall pay all entitlements due to the employee pursuant to this award at the completion of the notice.

(c) Where a public holiday falls on the normal pay day the wages shall be paid on the ordinary working day preceding the normal pay day.

(d) The Federated Miscellaneous Workers Union consents pursuant to Section 68 of the Industrial and Employee Relations Act 1994 to payment of wages by Electronic Funds Transfer.

### **CLAUSE 14. ANNUAL LEAVE**

OPDATE 01:02:2006 on and from

#### 14.1 Entitlement to annual leave

14.1.1 An employee (other than a casual employee) is entitled to 4 weeks annual leave for each completed year of continuous service.

14.1.2 Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

#### 14.2 Annual leave exclusive of public holidays

The annual leave prescribed by this clause is exclusive of the public holidays named in this Award that fall on a Monday to Friday inclusive. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one day for each holiday.

#### 14.3 Accrual of annual leave entitlement

14.3.1 An employee's entitlement to annual leave accrues as follows for each completed year of continuous service:

14.3.1(a) Full-time employees: 152 hours per annum.

14.3.1(b) Part-time employees:

$$\frac{152}{38} \times \text{average weekly ordinary hours over previous 12 months} = \text{hours per annum}$$

14.3.2 Upon termination of employment, if the period of service is not exactly divisible into complete years, a full-time employee accrues 12 2/3 hours annual leave for each completed month of service in the incomplete year. A part-time employee accrues such annual leave on a pro rata basis.

#### 14.4 Time of taking annual leave

14.4.1 Annual leave is to be taken at a time or times agreed between the employer and the employee. Notwithstanding the provisions of this clause and without the intention of

disrupting continuous period(s) of annual leave, by agreement between the employer and employee, a full-time employee may take annual leave in single day periods not exceeding 10 days in any calendar year for the purposes of personal leave to care for a family member as set out in clause 17A.

14.4.2 If an employer and an employee fail to agree on the time (or times) for taking annual leave, or part of it, the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 weeks before the period of annual leave is to begin.

14.4.3 If an employer determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.

14.4.4 To assist employees in balancing their work and family responsibilities, an employee may elect with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement.

#### 14.5 Payment for annual leave

14.5.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the ordinary rate of pay applicable to the employee.

14.5.2 Upon termination of employment, an employee must be paid for leave accrued in accordance with 14.3.2, which has not been taken.

#### 14.6 Annual leave loading

14.6.1 An employee is also entitled to payment of a loading equivalent to 17.5% of the payment provided for in 14.5 at the time that payment is made.

14.6.2 Where an employee would have received shift loadings had the employee not been going on leave during the relevant period and such loadings would have entitled the employee to a greater amount than the loading of 17.5%, then the shift loadings are to be substituted for the 17.5% loading prescribed in 14.6.1.

14.6.3 Annual leave loading payment is payable on leave accrued in accordance with 14.3.2.

#### 14.7 Shut down

14.7.1 Where an employer requires the business operation, or part of it, to be temporarily shut down the employer may require the employee to take annual leave by giving the employee notice of the requirement at least 2 months before the period of annual leave is to begin.

14.7.2 No more than two shut downs can occur in one calendar year.

14.7.3 Where:

(a) an employee is unable to attend work because of a shut down; and

(b) that employee has not accrued a full year of entitlement to annual leave,

that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in 14.3.2.

14.7.4 Where an employee is required to take leave in accordance with 14.7.1, and the employee does not have a full or pro rata credit of leave, the employee may be stood off without pay during the period of the shut down for any time in excess of the employee's leave credit.

14.7.5 All time that the employee is stood off without pay for the purposes of 14.7.4 is deemed to be time of service in the next 12 monthly qualifying period.

### **CLAUSE 15. DEFINITIONS**

OPDATE 09:07:92 on and from

For the purposes of this award, the following words and expressions shall have the meanings assigned to them respectively:

'Casual Employee' means an employee (other than Apprentice) employed for less than one week or whose work is of an irregular nature in terms of the hours worked from week to week and the days on which such work is performed.

'Dental Attendants' shall mean an employee who waits on a Dentist or Dentist's Assistant who does not make, repair, or alter any article to be fitted into a human mouth.

'Dental Technician' for the purposes of paragraph (e) of clause 6 (but excluding the proviso thereto) shall include the employer themselves (or in the case of partnerships the employers themselves) and also any registered Dentist or licensed operative Dental Assistant employed by such employer or employers.

### **CLAUSE 15A. CONTINUOUS SERVICE**

OPDATE 01:02:2006 on and from

#### 15A.1 Maintenance of continuous service

Except as otherwise indicated, service is deemed to be continuous despite:

(a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.

(b) Absence of the employee from work for any cause by leave of the employer.

(c) Absence from work on account of illness, disease or injury.

(d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.

(e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Award, the Act or the Long Service Leave Act 1987.

(f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.

(g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer.

(h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated.

(i) Any other absence from work for any reason other than those referred to in this clause, unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given

during the period of absence or no later than 14 days after the end of the period of absence.

#### 15A.2 Calculation of period of service

Where an employee's service is deemed to be continuous under this clause, the period of absence from work is not to be taken into account in calculating the employee's period of time served with the employer except:

- (a) To the extent that the employee receives or is entitled to receive pay for the period; or
- (b) Where the absence results from a decision of the employer to stand the employee off without pay.

### **CLAUSE 16. CONTRACT OF HIRING**

OPDATE 09:07:92 on and from

(a) The contract of hiring of every employee bound by this award shall, in the absence of an express contract to the contrary, be deemed to be a contract of hiring by the week.

(b) Where an employee has given or been given notice as provided in this Award they shall continue employment until the date of expiration of such notice. An employee who, having given or been given notice as aforesaid, without reasonable cause (proof of which shall lie on the employee) absents themselves from work during such period shall be deemed to have abandoned their employment and shall not be entitled to payment for work done within the period. Provided that where an employer has given notice as aforesaid, an employee other than a casual employee, on request, shall be granted leave of absence without pay for one day in order to look for alternative employment.

(c) Notwithstanding any other provisions of this award the employer shall not be liable to pay an employee for time lost when work is unavoidably stopped because of breakdown of plant and/or machinery or a failure of power or a shortage of material or a strike or any cause for which the employer cannot reasonably be held responsible. Provided however that this subclause shall only take effect in respect of any period or periods for which the employer shall actually notify the employee that he/she is stood down from his/her employment for one of the reasons aforesaid.

### **CLAUSE 17. PERSONAL LEAVE – INJURY AND SICKNESS**

OPDATE 01:02:2006 on and from

#### 17.1 Entitlement to personal leave

An employee (other than a casual employee) who has a personal leave credit:

17.1.1 Is entitled to take personal leave if the employee is too sick to work; or

17.1.2 Who is on annual leave, is entitled to take personal leave if the person is too sick to work for a period of at least 3 consecutive days. Personal leave so taken does not count as annual leave.

#### 17.2 Accrual of personal leave entitlement

17.2.1 An employee's entitlement to personal leave accrues as follows:

17.2.1(a) For the first year of continuous service - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours.

17.2.1(b) For each later year of continuous service, at the beginning of each year:

(i) a full-time employee accrues 76 hours.

(ii) a part-time employee accrues pro rata hours in accordance with the following formula:

$$\frac{76}{38} \times \text{average weekly ordinary hours over the previous 12 months}$$

17.2.2 An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

17.3 Conditions for payment of personal leave

17.3.1 The employee is not entitled to payment for personal leave unless:

17.3.1(a) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and

17.3.1(b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

17.3.2 The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

#### **CLAUSE 17A. PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER**

OPDATE 01:02:2006 on and from

17A.1 Definitions

17A.1.1 Personal leave to care for a family member means leave provided in accordance with this clause.

17A.1.2 Family - the following are to be regarded as members of a person's family:

- (a) a spouse;
- (b) a child or step child;
- (c) a parent or parent in-law;
- (d) any other member of the person's household;
- (e) a grandparent or grandchild;
- (f) any other person who is dependent on the person's care.

17A.1.3 Personal leave means leave provided for in accordance with clause 17A.1.

17A.2 Paid personal leave to care for a family member

17A.2.1 An employee (other than a casual employee) with responsibilities in relation to a member of the employee's family who need the employee's care and support:

(a) due to personal injury; or

(b) for the purposes of caring for a family member who is sick and requires the employee's care and support of who requires care due to an unexpected emergency, is entitled to up to 10 days or 76 hours in any completed year of continuous service (pro rata for part-time employees) to provide care and support for such persons when they are ill.

17A.2.2 By agreement between the employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in this clause. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

17A.2.3 The entitlement to use personal leave to care for a family member is subject to the employee being responsible for the care of the person concerned.

17A.2.4 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

17A.2.5 In normal circumstances an employee must not take personal leave to care for a family member where another person has taken leave to care for the same person.

17A.2.6 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of the absence.

17A.2.7 The amount of personal leave to care for a family member taken is to be deducted from the amount of the employees personal leave credit.

### 17A.3 Unpaid personal leave to care for a family member

17A.3.1 Where an employee has exhausted all paid personal leave entitlements, an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill or who requires care due to an unexpected emergency.

17A.3.2 The employer and the employee shall agree upon the period of unpaid personal leave to care for a family member which may be taken.

17A.3.3 In absence of the agreement between the employer and the employee, the employee is entitled to take up to two days (of a maximum of 16 hours) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

### 17A.4 Single day absences

Single day absences may be taken for personal leave to care for a family member as provided for in Clause 14.4 Time of Taking Annual Leave.

### 17A.5 Casual employees caring responsibilities

17A.5.1 Casual employees are not entitled to personal leave to care for a family member or bereavement leave but subject to the notice and evidentiary requirements in 17A and 19, casuals are entitled to not be available to attend work, or to leave work:

(a) to care for a member of their family who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or

(b) upon the death of a family member.

17A.5.2 The period for which the employee will be entitled to not be available to attend work for each occasion in clause 17A.5.1 is:

(a) the period agreed upon between the employer and the employee; or

(b) up to 48 hours (or 2 days) per occasion.

17A.5.3 The casual employee is not entitled to any payment for the period of non-attendance under this clause.

17A.5.4 An employer must not fail to re-engage a casual employee because the employee accessed the entitlement provided for under this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

17A.5.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

#### **CLAUSE 18. MEAL ALLOWANCE AND CRIB BREAKS**

OPDATE 24:11:2005 1st pp on or after

(a) If an employee is required to work overtime for more than one hour on any day they shall be paid a meal allowance of \$8.90 provided that they shall not be paid such allowance if, not later than the day preceding that on which that overtime is worked, they have been notified that they would be required to work such overtime. An employee who has been so notified and has provided themselves with a meal, but is not required to work overtime shall be paid \$8.90 in respect of such meal.

(b) An employee required to work overtime for more than two hours shall, before starting overtime after working ordinary hours, be allowed a crib break of twenty minutes, which shall be paid for at ordinary rates.

#### **CLAUSE 19. BEREAVEMENT LEAVE**

OPDATE 01:02:2006 on and from

##### 19.1 Entitlement to leave

An employee (other than a casual employee), on the death of a:

- spouse;
- parent;
- parent-in-law;
- sister or brother;
- child or step-child;
- household member,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the employer, if requested.

##### 19.2 Unpaid entitlement to leave

An employee may take unpaid bereavement leave by agreement with the employer.

##### 19.3 Effect of other leave

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

#### **CLAUSE 20. UNIFORMS**

OPDATE 09:07:92 on and from

Where the employer of a Dental Attendant requires that employee to wear a uniform, the employer shall supply up to two uniforms per annum to that employee, such uniforms to

remain the property of the employer. The employee shall be responsible for laundering such uniforms.

**CLAUSE 21. PROTECTIVE CLOTHING**

OPDATE 09:07:92 on and from

Every Dental Technician (including apprentices) shall be supplied by the employer with two dust coats or coveralls per annum. The supply of dust coats or coveralls by the employer will be free of the cost to the employee but shall remain the property of the employer.

The employer and employee shall agree on the type of protective clothing required. Where agreement cannot be reached the matter shall be decided by a Commissioner of the State Industrial Relations Commission.

Laundering and maintenance of dust coats or overalls shall be the responsibility of the employee.

**CLAUSE 22. MORNING TEA BREAKS**

OPDATE 09:07:92 on and from

Every employee shall be entitled to a morning tea break of ten (10) minutes duration to be taken at a mutually convenient time. Such time shall count as time actually worked.

The inclusion of this clause shall in no way inhibit the existing practice of employees being permitted to partake in afternoon tea during working hours.

**CLAUSE 23. PARENTAL LEAVE**

OPDATE 01:02:2006 on and from

23.1 Definitions

In this clause, unless the contrary intention appears:

23.1.1 Adoption includes the placement of a child with a person in anticipation of, or for the purposes of, adoption.

23.1.2 Adoption leave means adoption leave provided under 23.3.4.

23.1.3 Child means a child of the employee or the employee's spouse under the age of one year; or means a child under the age of school age who is placed with an employee for the purposes of adoption, other than a child or step-child of the employee, or of the spouse of the employee, who has previously lived with the employee for a continuous period of at least six months.

23.1.4 Eligible casual employee means a casual employee employed by an employer during a period of at least 12 months, either:

(a) on a regular and systematic basis for several periods of employment; or

(b) on a regular and systematic basis for an ongoing period of employment,

and who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

23.1.5 Extended adoption leave means adoption leave provided under 23.3.4(b).

23.1.6 Extended paternity leave means paternity leave provided under 23.3.3(b).

23.1.7 Government authority means a person or agency prescribed as a government authority for the purposes of this definition.

23.1.8 Maternity leave means maternity leave provided under 23.3.2.

23.1.9 Medical certificate means a certificate as prescribed in 23.5.1.

23.1.10 Parental leave means adoption leave, maternity leave, paternity leave, extended adoption leave or extended paternity leave as appropriate, and is unpaid leave.

23.1.11 Paternity leave means paternity leave provided under 23.3.3.

23.1.12 Primary care-giver means a person who assumes the principal role of providing care and attention to a child.

23.1.13 Relative adoption means the adoption of a child by a parent, a spouse of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

23.1.14 Short adoption leave means adoption leave provided under 23.3.4(a).

23.1.15 Special adoption leave means adoption leave provided under 23.1.10.

23.1.16 Special maternity leave means maternity leave provided under 23.1.9.1.

23.1.17 Spouse includes a defacto spouse or a former spouse.

23.2 Employer's responsibility to inform

23.2.1 On becoming aware that:

(a) an employee is pregnant; or

(b) an employee's spouse is pregnant; or

(c) an employee is adopting a child,

an employer must inform the employee of:

(i) the employee's entitlements under this clause; and

(ii) the employee's responsibility to provide various notices under this clause.

23.3 Eligibility for and entitlement to parental leave

23.3.1 Subject to the qualifications in 23.1.4, the provisions of this clause apply to full-time, part-time and eligible casual employees but do not apply to other employees.

23.3.1(a) For the purposes of this clause continuous service is work for an employer on a regular and systematic basis (including a period of authorised leave or absence).

23.3.1(b) An employer must not fail to re-engage a casual employee because:

(i) the employee or the employee's spouse is pregnant; or

(ii) the employee is or has been immediately absent on parental leave.

23.3.1(c) The right of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

23.3.2 An employee who becomes pregnant is, on production of the required medical certificate, entitled to up to 52 weeks of maternity leave.

23.3.3 A male employee is, on production of the required medical certificate, entitled to one or two periods of paternity leave, the total of which must not exceed 52 weeks, as follows:

23.3.3(a) An unbroken period of up to one week at the time of the birth of the child.

23.3.3(b) A further unbroken period of up to 51 weeks in order to be the primary care-giver of the child (to be known as extended paternity leave).

23.3.4 An employee is entitled to one or two periods of adoption leave, the total of which must not exceed 52 weeks, as follows:

23.3.4(a) An unbroken period of up to three weeks at the time of the placement of the child (to be known as short adoption leave).

23.3.4(b) A further unbroken period of up to 49 weeks in order to be the primary care-giver of the child (to be known as extended adoption leave).

#### 23.4 Qualifications on entitlements and eligibility

23.4.1 An employee engaged upon casual or seasonal work is not entitled to parental leave.

23.4.2 An entitlement to parental leave is subject to the employee having at least 12 months of continuous service with the employer immediately preceding:

(a) in the case of maternity leave, the expected date of birth; or otherwise

(b) the date on which the leave is due to commence.

23.4.3 The entitlement to parental leave is reduced:

23.4.3(a) In the case of maternity leave, by any period of extended paternity leave taken by the employee's spouse and/or by any period of special maternity leave taken by the employee.

23.4.3(b) In the case of extended paternity leave, by any period of maternity leave taken by the employee's spouse.

23.4.3(c) In the case of extended adoption leave, by any period of extended adoption leave taken by the employee's spouse.

#### 23.5 Certification required

23.5.1 An employee must, when applying for maternity leave or paternity leave, provide the employer with a medical certificate that:

(a) names the employee or the employee's spouse, as appropriate;

(b) states that the employee or the employee's spouse is pregnant; and

(c) states:

(i) the expected date of birth;

(ii) the expected date of termination of pregnancy; or

(iii) the date on which the birth took place,

whichever is appropriate.

23.5.2 At the request of the employer, an employee must, in respect of the conferral of parental leave, produce to the employer within a reasonable time a statutory declaration which states:

23.5.2(a) Parental leave

- (i) The particulars of any period of parental leave sought or taken by the employee's spouse, and where appropriate;
- (ii) That the employee is seeking the leave to become the primary care-giver of a child.

23.5.2(b) Adoption leave

- (i) In the case of adoption leave, a statement from a Government authority giving details of the date, or presumed date, of adoption; and
- (ii) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

23.6 Notice requirements

23.6.1 Maternity leave

23.6.1(a) An employee must:

- (i) Not less than 10 weeks before the expected date of birth of the child, give notice in writing to her employer stating the expected date of birth; and
- (ii) Give not less than four weeks notice in writing to her employer of the date of which she proposes to commence maternity leave stating the period of leave to be taken; and
- (iii) Notify the employer of any change in the information provided pursuant to 23.1.5 within two weeks after the change takes place.

23.6.1(b) An employer may, by not less than 14 days notice in writing to the employee, require her to commence maternity leave at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given her employer the required notice.

23.6.2 Paternity leave

An employee must:

23.6.2(a) Not less than 10 weeks prior to each proposed period of paternity leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period(s) of paternity leave.

23.6.2(b) Notify the employer of any change in the information provided pursuant to 23.1.5 within two weeks after the change takes place.

23.6.3 Adoption leave

An employee must:

23.6.3(a) On receiving notice of approval for adoption purposes, notify the employer of the approval and, within two months of the approval, further notify the employer of the period(s) of adoption leave the employee proposes to take.

23.6.3(b) In the case of a relative adoption, so notify the employer on deciding to take a child into custody pending an application for adoption.

23.6.3(c) As soon as the employee is aware of the expected date of placement of a child for adoption purposes, but not later than 14 days before the expected date of placement, give notice in writing to the employer of that date, and of the date of commencement of any period of short adoption leave to be taken.

23.6.3(d) At least 10 weeks before the proposed date of commencing any extended adoption leave, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

#### 23.6.4 Unforeseen circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

(a) the birth occurring earlier than the expected date; or

(b) the death of the mother of the child; or

(c) the death of the employee's spouse; or

(d) the requirement that the employee accept earlier or later placement of the child,

so long as, where a living child is born, the notice is given not later than two weeks after the birth.

#### 23.7 Taking of parental leave

23.7.1 No employee may take parental leave concurrently with such leave taken by the employee's spouse, apart from paternity leave of up to one week at the time of the birth of the child or adoption leave of up to 3 weeks at the time of the placement of the child.

23.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with parental leave, take any annual leave or long service leave to which the employee is entitled.

23.7.3 Paid personal leave or other paid absences are not available to an employee during the employee's absence on parental leave.

23.7.4 A period of maternity leave must be taken as one continuous period and must include, immediately following the birth of the child, a period of 6 weeks of compulsory leave.

23.7.5 Subject to 23.1.4 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

23.7.6 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 she is fit to work on her normal duties.

23.7.7 Where leave is granted under 23.7.5, 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.

23.7.8 Maternity leave and paternity leave cannot extend beyond the child's first birthday.

23.7.9 Adoption leave cannot extend beyond the child's fifth birthday.

23.7.10 Extended adoption leave cannot extend beyond the first anniversary of the initial placement of the child.

23.7.11 Notwithstanding the provisions of this clause, employees eligible for parental leave have the right to request parental leave as consistent with 23.1.15.

## 23.8 Variation and cancellation of parental leave

23.8.1 Without extending an entitlement beyond the limit set by 23.1.3, parental leave may be varied as follows:

23.8.1(a) The leave may be lengthened once by the employee giving the employer at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.

23.8.1(b) The leave may be lengthened or shortened by agreement between the employer and the employee.

23.8.2 Parental leave, if applied for but not commenced, is cancelled:

(a) should the pregnancy terminate other than by the birth of a living child; or

(b) should the placement of a child proposed for adoption not proceed.

23.8.3 If, after the commencement of any parental leave:

(a) the pregnancy is terminated other than by the birth of a living child or, in the case of adoption leave, the placement of the child ceases; and

(b) the employee gives the employer notice in writing stating that the employee desires to resume work, the employer must allow the employee to resume work within four weeks of receipt of the notice.

23.8.4 Parental leave may be cancelled by agreement between the employer and the employee.

## 23.9 Special maternity leave and personal leave

23.9.1 If:

(a) an employee not then on maternity leave suffers illness related to her pregnancy she is entitled to take leave under 17; or

(b) the pregnancy of an employee not then on maternity leave terminates after 28 weeks otherwise than by the birth of a living child, she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies to be necessary before her return to work. Provided that the aggregate of paid personal leave, special maternity leave and maternity leave must not exceed the period to which the employee is entitled under 23.1.3.2 and she is entitled to take unpaid special maternity leave for such periods as a registered medical practitioner certifies as necessary.

23.9.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.

23.9.3 An employee who returns to work after the completion of a period of such leave is entitled to the position which she held immediately before commencing such leave, or in the case of an employee who was transferred to a safe job, to the position she held immediately before such transfer.

23.9.4 If that position no longer exists, but there are other positions available which the employee is qualified for and is capable of performing, she is entitled to a position, as nearly as possible, comparable in status and pay as that of her former position.

#### 23.10 Special adoption leave

23.10.1 An employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the child.

23.10.2 An employee who is seeking to adopt a child is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the adoption procedure.

23.10.3 The leave under this clause 23.1.10 is to be known as special adoption leave and does not affect any entitlement under 23.1.3.

23.10.4 Special adoption leave may be taken concurrently by an employee and the employee's spouse.

23.10.5 Where paid leave is available to the employee, the employer may require the employee to take such leave instead of special adoption leave.

#### 23.11 Transfer to a safe job - maternity leave

23.11.1 If, in the opinion of a legally qualified medical practitioner:

(a) illness or risks arising out of the pregnancy; or

(b) hazards connected with the work assigned to the employee, make it inadvisable for the employee to continue her present work, the employee must, if the employer considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

23.11.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the employer may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

23.11.3 Leave under this clause 23.1.11 will be treated as maternity leave.

#### 23.12 Part-time work

An employee who is pregnant or is entitled to parental leave may, by agreement with the employer, reduce the employee's hours of employment to an agreed extent subject to the following conditions:

23.12.1 Where the employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or

23.12.2 Where the employee is entitled to parental leave, by reducing the employee's entitlement to parental leave for the period of such agreement.

#### 23.13 Communication during parental leave

23.13.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

23.13.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

23.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 23.13.1.

23.13.4 An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.

Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

#### 23.14 Return to work after parental leave

23.14.1 An employee must confirm the employee's intention to return to work, by notice in writing, to the employer given at least four weeks before the end of the period of parental leave.

23.14.2 On returning to work after parental leave an employee is entitled:

(a) to the position which the employee held immediately before commencing parental leave; or

(b) in the case of an employee who was transferred to a safe job, to the position which she held immediately before the transfer.

23.14.3 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

#### 23.15 Right to request

23.15.1 An employee entitled to parental leave pursuant to clause 23.1.3, may request the employer to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clause 23.3.3(a) and 23.3.4(a) up to a maximum of eight weeks;

(b) to extend the period of unpaid parental leave provided for in 23.3.2 by a further continuous period of leave not exceeding 12 months;

(c) to return to work from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

23.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

23.15.3 The employee's request and the employer's decision made under 23.15.1(b) and (c) must be recorded in writing.

23.15.4 Where an employee wishes to make a request under 23.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

#### 23.16 Termination of employment

23.16.1 An employee on parental leave may terminate their employment at any time during the period of leave by giving the required notice.

23.16.2 An employer must not terminate the employment of an employee on the ground of her pregnancy or an employee's absence on parental leave. Otherwise the rights of an employer in relation to termination of employment are not affected by this clause.

#### 23.17 Replacement employees

23.17.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

23.17.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### **CLAUSE 24. POSTING OF AWARD**

OPDATE 09:07:92 on and from

A copy of this award shall be displayed by the employer as required by Section 103 of the Industrial and Employee Relations Act 1994.

### **CLAUSE 25. NO REDUCED RATES OF PAY**

OPDATE 09:07:92 on and from

No person employed as a Dental Attendant shall have their rate of pay reduced by virtue of the introduction of new minimum rates of pay.

### **CLAUSE 26. RIGHTS RESERVED**

OPDATE 09:07:92 on and from

Rights are reserved to the Union to pursue during the life of the Award the following matters:

- (1) Uniform Allowance
- (2) Hours
- (3) Provision of Certificate of Services
- (4) Junior Rates of Pay

(5) New Wage and Classification Structure

(6) Right of Entry

**CLAUSE 27. NO EXTRA CLAIMS**

OPDATE 09:07:92 on and from

It is a term of this Award (arising from the decision of the Full Commission in the State Wage Case of 12 July 1991 the terms of which are set out in Print I. 59 of 1991) that the union undertakes until 1 November 1991 not to pursue any extra claim, award or overaward, except when consistent with those principles.

**CLAUSE 28. SUPERANNUATION**

OPDATE 09:07:92 on and from

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](#).

**1. ARRANGEMENT**

This clause is arranged as follows:-

Subject Matter	Sub-Clause
Arrangement	1
Contributions	6
Definitions	3
Duration	2
Eligibility of Employee	4
Eligibility of Employer	5
General Exemption	7

**2. DURATION**

This variation shall come into force from October 19th 1989.

**3. DEFINITIONS**

(a) 'Fund' shall mean the Statewide Superannuation Trust ("S.S.T.") established and governed by a Declaration of Trust dated 29th September 1988, as amended from time to time.

(b) 'Ordinary Time Earnings' shall mean remuneration for an eligible employee's weekly number of hours of work, excluding overtime, calculated at the ordinary time rate of pay. It includes qualification allowances, shift premiums according to roster, over award payments for ordinary hours of work and Saturday/Sunday premiums according to ordinary time rosters.

(c) 'Regular Employee' shall mean an employee who is employed on a regular basis for not less than an average of 8 hours per week.

For the purpose of determining the regularity or otherwise of employment, regard shall be had to any period of 4 weeks.

(d) 'Leave without Pay' shall mean all periods of unpaid absences from work in excess of one day but shall not include such period where the employee is absent from work due to an injury sustained at work and/or is receiving Workers' Compensation benefits.

#### **4. ELIGIBILITY OF EMPLOYEE**

From the commencement of this variation a regular employee (as defined) shall be eligible to apply for membership of the Fund once the employee has completed at least four weeks employment with the employer.

Notwithstanding the date on which the application for membership is made, the employee shall be entitled to the contributions prescribed by sub-clause 6, subject to the provisos therein contained, to be made from the date of the commencement of this variation or the date of the commencement of their employment, whichever is the latter.

#### **5. ELIGIBILITY OF EMPLOYER**

(a) The employer shall sign and execute a Deed of Adoption to the Fund and shall become party to the Fund upon the acceptance of the Trustees of the Deed of Adoption.

(b) The employer shall provide every employee who is not already a member of S.S.T., with a Membership Application Form for S.S.T. or shall take such necessary action as notified by the Administrator of S.S.T. as to enrol each employee into S.S.T. upon the date of commencement of employment or commencement of this clause whichever is the latter.

#### **6. CONTRIBUTIONS**

(a) The contributions set out in this sub-clause will be made for every regular employee (as defined), except where an employee has through their own choice, and after being made aware in writing of their entitlements under this clause by their employer, refused or failed to become a member of the Fund. Provided further that the employer shall remind any such employee of their entitlements on or about the 30th June each year, and offer them the opportunity in writing to become a member of the appropriate Fund.

Where an employee has refused or failed to become a member of a Fund but subsequently completes an application for membership pursuant to subclause 4, the employer's obligation to make contributions shall only be from the date that the application for membership is given to the employer.

(b) The contribution made by the employer shall be 3% of the ordinary time earnings (as defined) for each completed week of employment.

(c) The employee may make such contribution to the Fund as the employee wishes, subject to the rules of the Fund.

(d) A proportionate deduction shall be made from the contribution payable for each period of leave without pay of at least one day's duration.

#### **7. GENERAL EXEMPTION**

Employers employing Dental Technicians and Dental Attendants shall be exempt from the provisions of this Clause providing the Dental Technicians and Dental Attendants are members of or are eligible to become a member of a superannuation scheme which conforms to the Commonwealth Government's operational standards which is operating within such employer's establishment or becomes operational prior to October 19th 1989.

#### **8. SPECIFIC EXEMPTIONS**

This clause shall not apply to employers named to the South Australian Dental and Allied Industries Superannuation Award 1988.

## **CLAUSE 29. GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE**

OPDATE 09:07:92 on and from

Subject to the provisions of the Industrial and Employee Relations Act 1994 any industrial dispute or matter likely to create a dispute shall be dealt with in the following manner:-

(a) Any matter which has been fully discussed between an employee or employees and the supervisor and is still in dispute shall be referred to the shop steward concerned.

(b) The shop stewards shall then discuss the matter with the supervisor concerned.

(c) If unresolved at this level, the shop steward shall consult with the Personnel Manager, or other responsible representatives of management, who shall ensure that the matter is recorded in writing and shall take all reasonable steps to resolve the matter.

(d) If the matter is still unresolved the shop steward shall inform the Organiser of the Union of the nature of the issue in dispute, and discussions shall then be held between the Personnel Manager or other responsible representatives of management and the Union Organiser.

(e) If agreement has not been reached the matter shall then be discussed between a representative of the Association of employers to which the employer is a member and the Union representative.

(f) If still not settled the matter shall be submitted to the Industrial Commission of South Australia.

(g) Without prejudice to either party, work shall continue to be performed in accordance with the Award while the matters in dispute are negotiated in good faith.

(h) Subject to the provisions of the Occupational Health, Safety and Welfare Act, 1986, where a matter arises concerning a bona fide safety issue, the Union should notify the employer immediately, and if the matter is not able to be resolved between the parties, the assistance of an appropriate Safety Authority should be sought.

(i) At any stage of the procedures, the parties; may seek the assistance of a conciliator, a member of the Commission, or a mutually acceptable person.

## **CLAUSE 30. TERMINATION OF EMPLOYMENT**

OPDATE 09:07:92 on and from

(1) Notice of Termination by Employer

(i) In order to terminate the employment of an employee, the employer shall give the employee the following notice;

Period of Continuous Service	Period of Notice
less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

(ii) In addition to the notice in sub-paragraph (i) above, employees over forty five years of age at the time of the giving of notice with not less than two years continuous service shall be entitled to additional notice of one week.

(iii) Payment in lieu of the notice prescribed in sub- paragraphs (i) and/or (ii) hereof 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.

(iv) 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 the employee's employment not been terminated shall be used.

(v) The period of notice in this clause shall not apply in the case of dismissal for conduct that at common law 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

In order to terminate employment an employee shall give the employer the following notice:

Period of Continuous Service	Period of Notice
Less than one year	1 week
One year and over	2 weeks

## (3) Time Off During Notice Period

Where an employer has given notice of termination to an employee, the 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) Statement of Employment

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

## (5) Payment in Lieu

If an employer makes payments in lieu for all or any of the period of notice prescribed, then the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlement of the employee arising pursuant to this Award.

## **CLAUSE 31. INTRODUCTION OF CHANGE**

OPDATE 09:07:92 on and from

### (1) Notification of Intended Changes

(i) Where an employer has made a definite decision to implement changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall as soon as practicable notify the employees who may be affected by the proposed changes and their Union or Unions.

(ii) "Significant Effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

## (2) Consultation with Employees and their Union or Unions

(i) The employer shall discuss with the employees affected and The Federated Miscellaneous Workers Union of Australia, (South Australian Branch), among other things, the introduction of the changes referred to in sub-clause (1) (i) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and The Federated Miscellaneous Workers Union of Australia, South Australian Branch in relation to the changes.

(ii) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub-clause (1) (i) hereof.

(iii) For the purposes of such discussion, the employer shall provide in writing to the employees concerned and The Federated Miscellaneous Workers Union of Australia, (South Australian Branch), all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information disclosure of which, when looked at objectively, would be inimical to the employer's interests.

### **CLAUSE 32. REDUNDANCY**

OPDATE 01:07:2005 on and from

#### (1) Definitions

Redundancy in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone, and redundant has a corresponding meaning.

Small business means an employer who employs fewer than 15 employees.

Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

#### (2) Discussions before Termination

(i) Where an employer has made a definite decision that the employer no longer wishes the job the employees have been doing done by anyone and that decision may lead to termination of employment, the employer shall have discussions as soon as practicable with the employees directly affected and with The Federated Miscellaneous Workers Union of Australia, (South Australian Branch). Discussions shall cover, among other things, the reasons for the proposed terminations, measures to avoid or minimize the terminations, and measures to mitigate the adverse effects of any terminations on the employees concerned.

(ii) For the purposes of discussion, the employer shall as soon as practicable provide in writing to the employees concerned and The Federated Miscellaneous Workers Union of Australia, (SA Branch) all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees

likely to be affected, and the number of workers 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 when looked at objectively, would be inimical to the employers interests.

### (3) Period of Notice of Termination on Redundancy

(i) If the services of an employee are to be terminated due to redundancy such employee shall be given notice of termination as prescribed by Clause 30 of this Award.

(ii) Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other like technological changes in the Industry in relation to which the employee is engaged shall be given not less than three months notice of termination.

(iii) Should the employer fail to give notice of termination as required in subclauses (3)(i) or (ii) herein the employer shall pay to that employee an amount calculated in accordance with the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1987, as amended.

### (4) Notification to Centrelink

Where a decision has been made to terminate the employment of an employee, or of employees, on account of redundancy the employer shall notify Centrelink thereof as soon as possible, giving relevant information including a written statement of the reason(s) for the termination(s), the number and categories of the employees likely to be affected, and the period over which the termination(s) are intended to be carried out.

### (5) Severance pay

(i) Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in Clause 30.1 and 32.3.

(ii) Severance pay - employees of a small business

An employee of a small business as defined in 32.1 whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay*
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and over	8 weeks pay

\* Week's pay is defined in 32.1.

(iii) Severance pay - other than employees of a small business

An employee, other than an employee of a small business as defined in 32.1, whose employment is terminated by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of continuous service	Severance pay
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Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay*
2 years and less than 3 years	6 weeks pay
3 year and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and less than 6 years	10 weeks pay
6 years and less than 7 years	11 weeks pay
7 years and over	12 weeks pay

(iv) Additional severance pay for employees aged over 45 years with 10 years or more continuous service

In addition to the severance pay in 32(5)(iii) an employee with not less than 10 years continuous service, who is over the age of 45 years, is entitled to an additional 4 weeks severance pay.

\* Week's pay is defined in 32.1.

(v) Continuity of service will be calculated in the manner prescribed by clause 34.

(vi) The severance payment need not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's agreed date of retirement or the employee's eligibility date for social security benefits.

(vii) An employer may apply to the Commission for an order allowing the off-setting of all or part of an employees entitlement to severance payment on the basis that such payment or part thereof is already provided for or included in the contributions which the employer has made to a superannuation scheme and which are paid or payable to the employee on redundancy occurring.

(6) 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 days 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 he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(iii) The time off during notice period entitlements under this subclause apply in lieu of the provisions of 30(3).

(7) Alternative employment

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

(8) Employee leaving during notice

An employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.

(9) Written notice

The employer shall, as soon as practical, but prior to the termination of the employees employment, give to the employee a written notice containing, among other things, the following:

(a) The date and time of the proposed termination of the employee's employment:

(b) Details of the monetary entitlements of the employee upon the termination of his/her employment including the manner and method by which those entitlements have been calculated:

(c) Advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and

(d) Advice as to the entitlements of the employee should the employee terminate their employment during the period of notice.

(10) Payment in lieu treated as service

If an employer makes payment in lieu for all or any of the period of notice prescribed by subclause (3) hereof, then the period for which such payment is made shall be treated as service for the purposes of computing any service related entitlements of the employee arising pursuant to this Award and shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1987, as amended.

(11) Transfer to lower paid duties

Where an employee whose job has become redundant accepts an offer of alternative work by the employer the rate of pay for which is less than the rate of pay for the former position, the employee shall be entitled to the same period of notice of the date of commencement of work in the new position as if his/her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

(12) Employees with less than one year of service

This clause shall not apply to employees with less than 1 years continuous service and the general obligation of 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.

(13) Employees exempted

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

(14) Incapacity to pay

The Commission may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

(15) Transmission of business

The provisions of this clause are not applicable where a transmission of business occurs and the conditions of 33.2 or 33.3 are met.

(16) Contrived arrangements

Subject to an order of the Industrial Relations Commission of South Australia, where an employer contrives arrangements wholly or partly to deprive employees of the severance pay set out in 32(5)(iii) or 32(5)(iv), then the employees will be entitled to the severance pay set out in those clauses in lieu of that set out in 32(5)(ii).

**CLAUSE 33. TRANSMISSION**

OPDATE 09:07:92 on and from

(1) Transmission of Business

This clause shall have effect where a business, undertaking or establishment, or any part thereof, has, whether before or after the commencement of this clause, been transmitted from an employer (hereinafter referred to as "the Transmittor") to another employer (hereinafter called "the Transmittee"). In this clause, "transmission" means, without limiting its ordinary meaning, including transfer, conveyance, assignment or succession, whether by agreement or operation of law and "transmitted" has a corresponding meaning.

(2) Acceptance of Employment with Transmittee

Subject to further order of the Commission where a person who at the time of the transmission was an employee of the transmittor in that business, undertaking, establishment, or part thereof becomes an employee of the transmittee:

(i) The period of service which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee for the purpose of calculating any entitlement of the employee to service-related periods of notice or severance payment; and

(ii) The provisions of sub-paragraphs under Clause 39. Redundancy shall not apply in respect of the termination of the employee's employment with the transmittor.

(3) Offer of Employment with the Transmittee

Where a person who at the time of the transmission was an employee of the transmittor in that business, undertaking, establishment or part thereof is offered employment by the transmittee, the provisions of sub-paragraphs under Clause 39. Redundancy shall not apply in respect of the termination of the employee's employment with the transmittor provided that:-

(i) The offer is made before the transmission of the business, undertaking, establishment or part thereof; and

(ii) The terms and conditions of the new employment offered:

(a) are not substantially different from those applying to the employment with the transmittor; or

(b) are substantially different but the offer constitutes an offer of suitable employment in relation to the employee; and

(iii) The employee unreasonably refuses to accept the offer.

**CLAUSE 34. GENERAL HEADING**

OPDATE 09:07:92 on and from

## (1) Continuity of Service

For the purpose of Clauses 30, 31, 32, and 33 of this Award, "Service" means continuous service, but an employee's service shall be deemed for the purpose of calculating the length of continuous service to have been continuous notwithstanding:

- (a) Absence of the employee from work in accordance with the contract of employment;
- (b) Absence of the employee from work for any cause by leave of the employer;
- (c) Absence of the employee from work on account of illness, disease or injury;
- (d) Interruption or termination of the employee's service by any act or omission of the employer with the intention of avoiding any obligation imposed by this Award or by the Long Service Leave Act;
- (e) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute or was re-employed by the employer upon such settlement; and
- (f) Interruption or termination of the employee's service by the employer for any reasons other than those referred to in subclause (e) and (f) of this paragraph if the worker returns to the service of, or is re-employed by, the employer within two months of the date on which the service was interrupted or terminated.

## (2) Service with Two or More Corporations

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related to each other within the meaning of Section 7(5) of the Uniform Companies Code 1981, the service of the employee with each such Corporation shall be included in the calculation of the employee's continuous service for the purposes of determining the employee's entitlements pursuant to Clauses 31, 32, 33, and 33 of this Award.

### **CLAUSE 35. FIRST AID ALLOWANCE**

OPDATE 14:07:2005 1st pp on or after

- (i) Employees appointed as first-aid persons shall be paid a first-aid allowance of \$11.30 per week.
- (ii) Where employees are paid an allowance of \$11.30 per week in accordance with subclause (i) above, such payment shall accrue toward programmed days off.
- (iii) Employees appointed must be in possession of a current first-aid certificate prior to appointment.

### **CLAUSE 36. RIGHT OF ENTRY OF UNION OFFICIALS**

OPDATE 09:07:92 on and from

(a) For the purpose of interviewing employees on legitimate Union business, a duly accredited Union representative of the Federated Miscellaneous Workers' Union of Australia shall have the right to enter employers' premises (on giving such employer reasonable notice) during the midday meal break on the following conditions:

- (i) That the representative produces their authority to the employer or the nominated representative;

- (ii) That the representative interviews employees only at places where they are taking their meal, or such other mutually agreed location;
- (iii) That not more than one representative be on the premises at any one time;
- (iv) That no representative visit the premises more than once in each week;
- (v) That if any employer alleges that a representative is unduly interfering with their work or is creating dissatisfaction amongst the employees or is offensive in their methods or is committing a breach of any of the previous conditions, such employer may refuse the right of entry.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break the representatives shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer or failing agreement at such times and under such conditions as Registrar or the Commission may decide.

(b) For the purpose of investigating complaints concerning the application of this award, a duly accredited Union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions:-

- (i) That the representative discloses to the employer or the the employer's representative the complaints which they desire to investigate;
- (ii) That the representative makes his investigations in the presence of the employer or the employer's representative (if the employer so desires);
- (iii) That the representative does not interfere with work proceeding in the workshop or plant;
- (iv) That the representative conducts themselves properly.

### **CLAUSE 37. TRADE UNION TRAINING LEAVE**

OPDATE 09:07:92 on and from

An employee who is a member of the Federated Miscellaneous Workers Union of Australia, South Australian Branch, shall be allowed leave with pay up to a maximum of five (5) days per calendar year to attend Trade Union Training Courses conducted by the Australian Trade Union Training Authority, subject to the following conditions.

All nominations for attendances at courses must be made by the Federated Miscellaneous Workers Union of Australia South Australian Branch of which the employee is a member.

That the employee concerned can be released by the employer from duty for the period of the course without affecting the normal operation of the employers establishment.

That the employer concerned receive written notice of nominations from the Union, within four weeks of the commencement of training, setting out the time, dates, contents and venues of the course such as to contribute to a better understanding of industrial relations.

Leave granted under this clause shall be with full pay, i.e. pay shall not include shift and penalty payments or overtime.

Leave granted under this clause shall count as service for all purposes.

If a Programmed Day Off (P.D.O.) falls during a period of attendance at a course, the P.D.O shall be rescheduled by mutual agreement between the parties concerned.

**CLAUSE 38. FLEXIBILITY OF WORK**

OPDATE 09:07:92 on and from

An employer may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training.

**CLAUSE 39. ENTERPRISE FLEXIBILITY PROVISION**

OPDATE 15:06:95 1st pp on or after

(a) In this clause a "relevant Association" means an organisation of employees that:

(i) has an interest in this award; and

(ii) has one or more members employed by the employer to perform work in the relevant enterprise or workplace

[Note: The failure by an employer to give each relevant union an opportunity to be involved in the consultative process leading to the making of an agreement may result in the Commission adjourning or refusing the application to vary the award.]

(b) At each enterprise or workplace, consultative mechanisms and procedures shall be established comprising representatives of the employer and employees. Each relevant union shall be entitled to be represented.

(c) The particular consultative mechanisms and procedures shall be appropriate to the size, structure and needs of the enterprise or workplace.

(d) The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs.

(e) Where an agreement is reached at an enterprise or workplace through such consultative mechanisms and procedures, and where giving effect to such agreement requires this award, as it applies at the enterprise or workplace, to be varied, an application to vary shall be made to the Commission. The agreement shall be made available in writing, to all employees at the enterprise or workplace and the unions with an interest in this Award.

(f) When this award is varied to give effect to an agreement made pursuant to this clause the variation shall become a schedule to this award and the variation shall take precedence over any provision of this award to the extent of any expressly identified inconsistency.

(g) The agreement must meet the following requirements to enable the Commission to vary this award to give effect to it:

(i) that the purpose of the agreement is to make the enterprise or workplace operate more efficiently according to its particular needs;

(ii) that the majority of employees covered by the agreement genuinely agree to it;

(iii) that the award variation necessitated by the agreement meets the requirements of the "no disadvantage" test set out at Section 79 of the Industrial and Employee Relations Act 1994 (the Act).

**CLAUSE 40. ANTI-DISCRIMINATION**

OPDATE 27:06:96 1st pp on or after

1.1 It is the intention of the parties to this award to achieve the principal object of section 3(m) of the Industrial and Employee Relations Act 1994 by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

1.3. Nothing in this clause is to be taken to affect:

1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;

1.3.2 until considered and determined further by the Industrial Relations Commission of South Australia, the payment of different wages for employees who have not reached a particular age;

1.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in the State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

1.4 Nothing in this Clause is to be taken to prevent:

1.4.1 a matter referred to in 1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

1.4.2 a matter referred to in 1.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the employer terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

## **SCHEDULE 1. WAGES**

OPDATE 14:07:2005 1st pp on or after

This Schedule shall operate from the first pay period to commence on or after 14th July, 2005.

### **PART A DENTAL ASSISTANTS**

(i) The minimum weekly wage payable to adult Dental Assistants are as follows:

Classification	Minimum rate \$ per week
Level 1 (Trainee)	513.60
Level 2	526.10
Level 3	538.70
Level 4	551.20
Level 5	578.20

(ii) DENTAL ASSISTANTS - JUNIORS

Junior Dental Assistants shall receive the following age related percentage of the adult rate of pay for the appropriate level:

Under 18 years of age	60%
18 years and under 19 years	70%
19 years and under 20 years	80%
20 years and under 21 years	90%

(iii) LEVEL DEFINITIONS

Dental Assistants shall be allocated a level in the Wage Structure based on the definitions set out below. For the purpose of the Wage Structure "qualified" shall mean an employee who holds the basic dental assisting qualifications accredited by the Dental Assistants Association (prior to 1st January 1989) or the Dental Assistants Education Council of Australia (post 1st January 1989) or who holds any other basic qualification recognised by this award prior to 23rd July 1993.

#### **LEVEL 1 - TRAINEE**

Employees in this level will have no prior experience in the industry.

Appointment to this level will be for a maximum period of three (3) months wherein the employee shall progress to the appropriate level.

Whilst employed in this level employees shall:

- \* Work under direct supervision
- \* Gain familiarisation with a range of basic dental and/or clerical tasks
- \* Gain familiarisation with the employers policies including health and safety.

#### **LEVEL 2**

Employees at this level perform solely dental assisting duties and have no formal qualifications.

### LEVEL 3

Employees at this level include:

- unqualified dental assistants performing solely dental assisting duties who has 12 months experience at Level 2.
- unqualified dental assistants performing a combination of dental assisting and routine clerical and reception duties.
- qualified dental assistants performing solely dental assistant duties.

### LEVEL 4

Employees at this level include:

- unqualified dental assistants performing solely dental assistant duties who have 12 months experience at Level 3 and have demonstrated competence in the following skill areas:
  - knowledge of dental equipment
  - sterilisation techniques with attention to infection control
  - organisation of materials and procedures
  - basic understanding of techniques and procedures
  - understanding of the set-up prior to procedures
- unqualified dental assistant performing a combination of dental assistant/clerical/reception duties who has 12 months experience at Level 3.
- qualified dental assistant performing solely dental assisting duties who has 12 months experience at Level 3
- qualified dental assistant performing a combination of dental assisting/clerical/reception duties.

### LEVEL 5

Employees at this level include:

- unqualified dental assistants performing a combination of dental assistant/clerical/reception duties who have 12 months experience at Level 4.
- qualified dental assistants performing solely dental assisting duties who have 12 months experience at Level 4.
- qualified dental assistants performing a combination of dental assisting/clerical/reception duties who have 12 months experience at Level 4.

#### (iv) ALLOWANCES

(a) An employee who holds, and is required to utilise the skills associated with,

- Radiography Certificate accredited by the Dental Assistant Education Council of Australia (D.A.E.C.A.)
- Radiography Certificate approved by the Radiation Branch of the SA Health Commission.

shall receive an allowance of \$21.70 per week for a full time employee of any age, or 57 cents per hour for a casual or part time employee.

(b) An employee required by the employer to be responsible for the supervision of other dental assistants shall receive an allowance of \$12.60 per week.

## **PART B DENTAL TECHNICIANS**

(i) The minimum weekly wage payable to adult Dental Technicians are as follows:

Classification	Relativities Levels	Award (% of Trade Rate)	Wage/Week
Level 1	Year 1	11.4%	\$649.20
	Year 2	118%	\$670.20
	Year 3	122%	\$690.90
	Year 4	126%	\$711.80
	Year 5	130%	\$731.80
	Year 6	136%	\$763.90
Level 2	Year 1	141%	\$783.80
	Year 2	145%	\$804.40
	Year 3	149%	\$823.10
Level 3	Year 1	156%	\$862.40
	Year 2	160%	\$882.00
	Year 3	164%	\$901.70

(ii) Minimum Translation Arrangements (Operative from the first full pay period commencing on or after 8th April 2002).

Employers must, as a minimum, translate all employees from the old classification structure to the new classification structure in accordance with the Minimum Translation Schedule below:

Previous Structure			New Structure		
Classification	Levels	Wage Per Week	Classification	Levels	Wage Per Week
Level 1	Year 1	\$494.80}	Level 1		
	Year 2	\$517.60}			
Level 2	Year 1	\$557.40}	Year 1		\$578.20
	Year 2	\$578.20}	Year 2		\$599.20
Level 3	Year 1	\$619.90}	Year 3		\$619.90
	Year 2	\$640.80}	Year 4		\$640.80
Level 4	Year 1	\$692.90}	Year 5		\$660.80
			Year 6		\$692.90
			Level 2	Year 1	\$714.80
				Year 2	\$735.40
				Year 3	\$754.10
			Level 3	Year 1	\$793.40
				Year 2	\$813.00
				Year 3	\$832.70

(iii) CLASSIFICATION LEVEL DEFINITIONS

(Operative from the first pay period commencing on or after 8th April 2002).

Dental Technicians shall be appointed to a level in the wage structure based on the following Classification Level Definitions:

## (a) Level 1 Dental Technician

### 1. Qualifications

- Employees at this level hold a Certificate in Dental Technology or a Diploma of Dental Technology obtained from a recognised Australian Institution.

### 2. Role and Responsibilities

(a) Employees classified at this level perform a range of tasks exercising precision and skill as acquired through the prescribed qualifications in any or all of the following areas:

- Crown and Bridge
- Dentures
- Orthodontics
- Cast Partials

Employees are required to demonstrate a level of expertise, competence and technical skills consistent with their experience in applying standardised practices and procedures in a range of technical activities.

(b) More experienced employees at this level use more complex procedures which require a reasonably high degree of skill and precision.

Such employees may:

- Exercise specialised skills in more than one area of Dental Technology
- Be a broadly based technical practitioner within a single discipline, or in a particular aspect of a single discipline.

Activities may be undertaken on an individual basis, or as the ad hoc project leader of a small team (as defined), and will include a requirement to exercise knowledge of the theory of the discipline.

### 3. Progression

All employees will progress on a yearly basis to year 6 of this Level.

(b) Level 2 Senior Dental Technician (This is a promotional position by appointment only)

### 1. Qualifications

- Employees at this level hold a Diploma in Dental Technology obtained from a recognised Australian Institution.

(For Dental Technicians employed prior to the commencement of the Diploma Course, appropriate industry experience will be recognised in lieu of formal qualifications)

### 2. Role and Responsibilities

An employee appointed to Level 2, has the proven experience and expertise to perform work within the scope of this level.

Employees at this level have two career options, either:

(a) As a Technical Specialist

and/or

(b) As a Supervisor/Manager of a small team/laboratory

Responsibilities and/or activities at this level include the following:

- Apply expertise and experience, as a technical specialist in a discrete technical discipline, to determine which standard practices and procedures should be used and applied in the conduct of technical operations.

OR

- Span more than one discipline either as an individual operator or within a team, or may lead project teams on minor technical projects.

OR

- Undertake Supervisory/Managerial responsibilities for a small laboratory or a small technical team.

3. Progression to this level is not automatic but by appointment only. However, employees once appointed, will progress on a yearly basis through the increments in this level.

(c) Level 3 Laboratory Manager (This is a promotional position by appointment only)

1. Qualifications

- Employees at this level hold a Diploma in Dental Technology obtained from a recognised Australian Institution.

(For Dental Technicians employed prior to the commencement of the Diploma Course, appropriate industry experience will be recognised in lieu of formal qualifications)

2. Role and Responsibilities

An employee appointed to Level 3, has the proven experience and expertise to perform work within the scope of this level.

Responsibilities and/or activities at this level include:

- Determining and developing standardised methodology and adherence to proven techniques in the provision of technical services
- Exercising significant technical responsibility on an individual basis
- Exercising significant technical responsibility as a senior member of a single discipline project team with various levels of subordinate complexity
- Demonstrate discipline skills and supervision/management abilities
- Have Supervisory/Managerial responsibility for a large laboratory.

3. Progression to this level is not automatic but by appointment only. However, employees once appointed will progress on a yearly basis through the increments in this level.

Note 1. A 'small' team or department or laboratory will consist of 4 or less Dental Technicians

2. A 'large' team or department or laboratory will consist of 5 or more Dental Technicians

(iv) Classification on Appointment

(a) On commencement, an employer will take into account any previous relevant experience of the employee in determining the appropriate incremental step in Level 1.

(b) The employer retains the right to make the final determination in respect to the appropriate incremental step.

(c) The onus of providing proof of such previous relevant experience lies with the employee.

#### SAFETY NET ADJUSTMENTS

(a) The rates of pay in this award include the arbitrated safety net adjustment payable under the State Wage Case July 2005. This arbitrated safety net adjustment may 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, certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, 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 made under previous State Wage Case principles or under the current Declaration, excepting those resulting from enterprise agreements, or award variations to give effect to enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

(b) The rates of pay in this award also contain safety net wage adjustments as determined by previous State Wage Case decisions. The absorption arrangements applying in relation to those adjustments continue to apply.

(c) The wage relativities in this award have been established via the structural efficiency and minimum rates adjustment processes in accordance with the September 1989 State Wage Case decision (Print I.69/1989).

## **SCHEDULE 2 - TRAINING WAGE ARRANGEMENTS**

OPDATE 06:02:2006 1st pp on or after

### **CLAUSE S2.1 TITLE**

This Schedule shall be known as Dental Technicians and Attendants Award Training Wage Arrangements Schedule.

### **CLAUSE S2.2 ARRANGEMENT**

Clause No.	Title
S2.1	Title
S2.2	Arrangement
S2.3	Application
S2.4	Period of operation
S2.5	Definitions
S2.6	Training conditions
S2.7	Employment conditions
S2.8	Wages
S2.9	Disputes settling procedures
S2.10	Dispute settlement over traineeship schemes
Section A	Allocation of traineeships to Wage Levels
Section B	Traineeship schemes excluded from this Award

### **CLAUSE S2.3 APPLICATION**

S2.3.1 This Schedule shall apply to persons:

- (a) who are undertaking a traineeship (as defined); and
- (b) whose employment is, or otherwise would be, covered by the Award.

S2.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

This Schedule only applies to AQF IV Traineeships when the AQF III Traineeship in the Training Package is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this clause S2.3.2.

S2.3.3 At the conclusion of the traineeship, this Schedule ceases to apply to the employment of the trainee and the Award shall apply to the former Trainee.

S2.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

### **CLAUSE S2.4 OPERATION**

This Schedule shall operate from the first pay period commencing on or after 6 February 2006.

### **CLAUSE S2.5 DEFINITIONS**

S2.5.1 Act means the Training and Skills Development Act 2003 or any successor legislation.

S2.5.2 Adult trainee means for the purpose of this Schedule a trainee who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.

S2.5.3 Approved training means that training which is specified in the training plan, which is part of the Training Agreement, which is registered with the T&SC. It includes training undertaken both on and off-the-job in a traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.

S2.5.4 T&SC means the Training and Skills Commission under the Act.

S2.5.5 Award means the Dental Technicians and Attendants Award.

S2.5.6 Commission means the Industrial Relations Commission of South Australia.

S2.5.7 Trainee is an individual who is a signatory to a Training Agreement registered with the T&SC and is involved in paid work and structured training, which may be on or off the job. Trainee does not include an individual who already has the competencies to which the traineeship is directed.

S2.5.8 Traineeship means a system of training which has been approved by the T&SC, which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Quality Council, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full-time Traineeships and part-time traineeships including school-based traineeships.

S2.5.9 Training agreement means a Contract of Training for a traineeship made between the employer and a trainee, which is registered with the T&SC.

S2.5.10 Training package means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.

S2.5.11 Training plan means a programme of training which forms part of a training agreement registered with the T&SC.

S2.5.12 Traineeship scheme means an approved traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the T&SC.

S2.5.13 Year 10 - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

## **CLAUSE S2.6 TRAINING CONDITIONS**

S2.6.1 The trainee shall attend an approved training course or Training Program prescribed in the training agreement or as notified to the trainee by the T&SC in accredited and relevant Training Schemes.

S2.6.2 Employment as a trainee under this Schedule shall not commence until the relevant training agreement, made in accordance with a Training Scheme, has been signed by the employer and the trainee and lodged for registration with the T&SC, provided that if the training agreement is not in a standard format, employment as a trainee shall not commence until the training agreement has been registered with the T&SC. The employer shall ensure that the trainee is permitted to attend the training

course or program provided for in the training agreement and shall ensure that the trainee receives the appropriate on-the-job training.

S2.6.3 The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.

S2.6.4 The provisions of the Act dealing with the monitoring by officers of the T&SC and the use of training records or work books as part of this monitoring process shall apply to traineeships under this Schedule.

## **CLAUSE S2.7 EMPLOYMENT CONDITIONS**

S2.7.1 A full-time trainee shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV Traineeships which may extend up to two years full-time, provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the T&SC, the Employer and the trainee may vary the duration of the traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant traineeship scheme.

S2.7.2 Where the trainee completes the qualification in the training agreement earlier than the time specified in the training agreement, then the traineeship may be concluded by mutual agreement.

S2.7.3 Termination of employment of Trainees is dealt with in the training agreement, or the Act. An employer initiating such action shall give written notice to the trainee at the time the action is commenced and to the T&SC in accordance with the Act.

S2.7.4 The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.

S2.7.5 Where the employment of a trainee by the employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of the Award or any other legislative entitlements.

### **S2.7.6 Trainees working overtime**

S2.7.6.1 Reasonable overtime may be worked by the trainee provided that it does not affect the successful completion of the approved training.

S2.7.6.2 No trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.

S2.7.6.3 No trainee shall work shiftwork unless the shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.

S2.7.6.4 The trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a trainee to be paid at a higher rate, or the employer and trainee agree in writing that a trainee will be paid at a higher rate, in which case the higher rate shall apply.

S2.7.7 All other terms and conditions of the Award that are applicable to the trainee or would be applicable to the trainee but for this Schedule shall apply unless specifically varied by this Schedule.

S2.7.8 A trainee who fails to either complete the traineeship, or who cannot for any reason be placed in full-time employment with the employer on successful completion of

the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award.

Note: It is not intended that existing employees shall be displaced from employment by Trainees.

## CLAUSE S2.8 WAGES

S2.8.1 The weekly wage payable to full-time Trainees shall be provided in S2.8.4, S2.8.5 and S2.8.6 of this Schedule and in accordance with clause S2.7, Employment Conditions.

S2.8.2 These wage rates will only apply to Trainees while they are undertaking an Approved Traineeship, which includes approved training as defined in this Schedule.

S2.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

### S2.8.4 Wage Level A

Where the Accredited Training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level A.

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	173.00(50%)*	216.00(33%)	
	202.00(33%)	243.00(25%)	293.00
Plus 1 year out of school	243.00	293.00	340.00
Plus 2 years out of school	293.00	340.00	396.00
Plus 3 years out of school	340.00	396.00	453.00
Plus 4 years out of school	396.00	453.00	
Plus 5 or more years	453.00		

### S2.8.5 Wage Level B

Where the Accredited Training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level B.

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	173.00(50%)*	216.00(33%)	
	202.00(33%)	243.00(25%)	283.00
Plus 1 year out of school	243.00	283.00	325.00
Plus 2 years out of school	283.00	325.00	382.00
Plus 3 years out of school	325.00	382.00	435.00
Plus 4 years out of school	382.00	435.00	
Plus 5 or more years	435.00		

### S2.8.6 Wage Level C

Where the Accredited Training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level C.

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	173.00(50%)*	216.00(33%)	
	202.00(33%)	243.00(25%)	278.00
Plus 1 year out of school	243.00	278.00	312.00
Plus 2 years out of school	278.00	312.00	349.00

Plus 3 years out of school	312.00	349.00	390.00
Plus 4 years out of school	349.00	390.00	
Plus 5 or more years	390.00		

#### S2.8.7 Wage rates for Certificate IV Traineeships

S2.8.7.1 Trainees undertaking an AQF IV Traineeship shall receive the relevant weekly wage rate for AQF III Trainees at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S2.8.7.2 An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Wage Level	First year of traineeship	Second Year of traineeship
Wage Level A	\$470	\$488
Wage Level B	\$452	\$469
Wage Level C	\$405	\$420

S2.8.8 Where a person was employed by the employer under the Award immediately prior to becoming an adult trainee with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a Trainee.

S2.8.9 Where a traineeship is converted from an AQF II to an AQF III Traineeship, or from an AQF III to an AQF IV Traineeship, the trainee shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S2.8.10 Section A sets out the Wage Level of a Traineeship.

S2.8.11 For the purposes of this provision, out of school shall refer only to periods out of school beyond Year 10, and shall be deemed to:

S2.8.11.1 Include any period of schooling beyond Year 10, which was not part of nor contributed to a completed year of schooling;

S2.8.11.2 Include any period during which a trainee repeats in whole or part of a year of schooling beyond Year 10;

S2.8.11.3 Not include any period during a calendar year in which a year of schooling is completed; and

S2.8.11.4 Have effect on an anniversary date being January 1 in each year.

S2.8.12 Despite any other clause in this Schedule, Trainees may not be employed under this Schedule under the traineeship schemes and in the areas of employment listed in Section B.

#### S2.8.13 Arbitrated safety net adjustment

S2.8.13.1 The rates of pay in this award include the arbitrated safety net adjustment payable under the State Wage Case July 2005. This arbitrated safety net adjustment may 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, certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, 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 made under previous State Wage Case principles or under the current Declaration, excepting those resulting from enterprise agreements, or award variations to give effect to enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

S2.8.13.2 The rates of pay in this award also contain safety net wage adjustments as determined by previous State Wage Case decisions. The absorption arrangements applying in relation to those adjustments continue to apply.

**CLAUSE S2.9 DISPUTE SETTLING PROCEDURES**

For matters not dealt with in accordance with the Act, the procedures to avoid industrial disputation contained in the Award will apply to Trainees.

**CLAUSE S2.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES**

S2.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular traineeship scheme despite the allocation of the scheme to a Wage Level by Section A.

S2.10.2 The party shall:

S2.10.2.1 Notify the relevant parties of an intention to dispute the particular traineeship scheme, identifying the scheme.

S2.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.

S2.10.2.3 If agreement cannot be reached the matter may be referred to the Commission for conciliation.

S2.10.2.4 If agreement is not reached during conciliation then an application may be made to include the traineeship scheme in Section B.

**SECTION A**

Allocation of Traineeships to Wage Levels

**Part A, New Training Package Titles**

Wage Levels that apply to Certificates under Training Packages

Training Package	Certificate Level
<b>Wage Level A</b>	
Administration	I II III
Assessment and Workplace Training	III
Beauty (National)	III
Black Coal	II III
Business Services	I II III
Chemical, Hydrocarbons and Oil Refining	III
Civil Construction (This Schedule does not apply to these Traineeships where another Award already provides for the Traineeship)	III

Training Package	Certificate Level
Community Services	II III
Correctional Services	III
Financial Services	III
Floristry	III
Food Processing Industry	III
Forest & Forest Products	III
Gas Industries (Utilities)	
Hospitality Industry	III
Information Technology	II III
Laboratory Operations	III
Local Government (Environmental Health & Regulation)	II III
Local Government (General Construction)	III
Local Government (Governance & Administration)	I II III
Local Government (Government)	II III
Manufactured Mineral Products	III
Metal and Engineering Industry	
- Engineering Production Certificate	III
- Technical Traineeship	III
Museum and Library/Information Services	II III
National Public Services	II III
Plastics, Rubber and Cable-making	III
Public Services	II III
Retail	III
Telecommunications	II III
Textiles, Clothing and Footwear	III
Tourism	I II III
Transport and Distribution	III
Water Industries (Utilities)	
Wholesale Training	III
<b>Wage Level B</b>	
Aeroskills Industry - This Award does not apply to these traineeships where another Award already provides for the traineeship	II
Asset Maintenance	II III
Asset Security	I II III
Australian Meat Industry	I II III

Training Package	Certificate Level
Automotive Industry Manufacturing Film, TV, Radio and Multimedia	II III
Automotive Industry Retail Service and Repair	II
Beauty (National)	II
Caravan Industry	I II III
Civil Construction (This Schedule does not apply to these Traineeships where another award already provides for the Traineeship)	I
Entertainment Industry	II I II III
Extractive Industry	II III
Floristry	II
Food Processing Industry	I II
Forest and Forest Products Industry	I II
Gas Industry (Utilities)	II
Hospitality Industry	I II
Local Government (General Construction)	I II
Manufactured Mineral Products	I II
Metal and Engineering Industry	I II
National Community Recreation Industry	II III
National Fitness Industry	II III
National Outdoor Recreation Industry	II III
National Sport Industry	I II III
Plastics, Rubber and Cablemaking	I II
Public Safety	II
Printing and Graphic Arts	II
Pulp & Paper Manufacturing Industries	I II
Retail	II
Textile, Clothing and Footwear	I II
Transport and Distribution	I II
Veterinary Nursing	I II III
Water Industry (Utilities)	II

Training Package	Certificate Level
Wholesale Training	II
<b>Wage Level C</b>	
Agriculture	I II III
Horticulture	I II III
Music	I II III
Racing Industry	II III
Seafood Industry	I II III

## **Part B, Old Traineeships Titles and Wage Levels**

### **Wage Level A**

Advanced Engineering Traineeship Level 3  
 Advanced Engineering - (A/B)  
 Arts Administration  
 AVTS AIEW, (ATSI Education Worker) Traineeship Pilot Project  
 Bakers Delight - Store Management  
 Bank Officer  
 Banking ATS  
 Basic Horticulture  
 Basic Horticulture - Local Government (Tas)  
 Building and Construction Administration Clerk  
 Certificate Vocational Studies Building and Construction Administration Assistant  
 Certificate III in Beauty  
 Certificate III in Care Support Services (Personal Assistant)  
 Certificate III in Care Support Services (Nursing Assistant)  
 Certificate III in Floristry  
 Certificate III in Nail Technology/Small Business  
 Certificate III in Office Administration  
 Certificate III in Retail Operations  
 Child Care Worker  
 Child Care (NSW)  
 Child Care (Qld)  
 Child Care (Tas)  
 Child Care - Local Govt  
 Clerical Processing (Health Practice)  
 Communications - Cabling/Equipment Installation  
 Communications - Customer Support Streams: Telemarketing; Communications Operator  
 Construction Worker Grade 2, Fit Out & Finish  
 Construction Worker Grade 2, Structures  
 Dental Assistant  
 Disability  
 Education Industry Traineeships - all streams  
 Electrical/Electronics Office Admin  
 Health Ancillary Worker, Dental Assistant (Public Sector Only)  
 Health Industry Office Skills

Health Office Skills  
Home & Community Care  
Integration Aide Stream  
Language & Literacy Assistant Stream  
Library Aide (Education)  
Library Assistant  
Library Assistant Stream  
Literacy Support (Education)  
Local Government Maintenance & Construction (Tas)  
Marketing & Management (Cultural Industries)  
Media Journalism  
Medical Office Skills  
Medical Receptionist  
Municipal Administration/Local Government Office Library Assistant (Local Government)  
Municipal Works (Qld)/Local Government Works (NSW)  
Nursing - Division 2 (Enrolled Nurse)  
Office Support Stream  
Optical Dispensing  
Organising Works  
Patient Services Assistant (Public Sector Only)  
Personal Carer  
Real Estate - AVC Pilot  
Real Estate Office  
Residential Aged Care  
State Public Sector Clerical (All States)  
Therapy Assistant  
Tourism Traineeship - Streams  
Youth Worker

### **Wage Level B**

Aluminium Fabrication  
Air Freight Forwarding  
Automotive Drafting  
Baking  
Certificate II in Floristry  
Certificate II in Make-up Artistry  
Certificate II in Nail Technology  
Certificate II in Retail Cosmetic Assistant  
Certificate in Food Processing (Rice) - Level 1  
Certificate in Food Processing (Rice) - Level 2  
Certificate in Pharmaceutical Manufacturing - Level 1  
Certificate in Pharmaceutical Manufacturing - Level 2  
Certificate Vocational Studies - Electrical  
Certificate Vocational Studies - Municipal Maintenance (Vic, Tas)  
Certificate Vocational Studies - Municipal Works  
Certificate Level 2 Television Operations Techniques  
Chemical  
Clothing Production  
Communications Systems Installation  
Community Pharmacy (Operations) - Cert I in Retail  
Community Pharmacy (Operations) - Cert II in Retail  
Community Pharmacy (Operations - Marketing) - Cert III in Retail  
Community Pharmacy (Operations - Supervision) - Cert III in Retail  
Computer Assembly  
Concrete Worker  
Construction Worker Grade 1 - Fit Out & Finish  
Construction Worker Grade 1 - Structures  
Deckhands  
Electrical/Electronic Production CST

Electrical/Electronic Production (non MIA)  
Electrical Wholesaling  
Electronics Auto Accessories  
Electronics Equipment  
Electronics Sales  
Electrotechnology Manufacturing  
Essential Services Operator  
Fast Food CST  
Fitness Instruction  
Food Preparation & Services CST  
Food Services (State PS)  
Forest Growing  
Forest Harvesting  
Furnishing Industry Sales (Product Knowledge)  
Furniture Production  
General & Commercial Waste Management/Resource Recovery  
Harvesting  
Heating & Cooling  
Industrial Blaster/Coater  
Lead Lighting  
Live Theatre (Technical) (APACA)  
Local Government Child Care  
Meat Preparation, Packaging & Sales  
Merchandising  
Millinery  
Municipal & General Waste Management  
Municipal Works (Vic, SA)  
National Meat Processing - Meat Retailing  
National Multimedia Industry  
Panel Products  
Pharmaceutical Manufacturing  
Plastics  
Pulp & Paper Making  
Pulp & Paper Processing  
Retail Operations Certificate 2  
Retail Waste Management  
Sales/Marketing  
Sawmilling & Processing  
Security System Installation  
Support Worker  
Survey Assistant  
Survey Technical Assistant  
Television & Video Production  
Television Operations Techniques  
Television Operation Traineeship  
Textiles  
Timber Merchandising  
Vehicle Industry Certificate  
Vehicle Manufacturing (CST)  
Waste Management  
Waste Operation  
Water Management  
Wholesale Customer Services Sales Representative Traineeship

### **Wage Level C**

Aquaculture (Fin Fish & Shell Fish)  
Community Radio  
Community Radio Broadcasting Certificate 2  
Electro Communications

Electro Trades  
Floristry  
Introductory Training Program - Fit Out & Finish  
Introductory Training Program - Structures  
Land Conservation & Restoration  
Municipal & General Waste Management  
Municipal & General Waste Management (Operations)  
Music Business  
Personal Carer - Assistant in Nursing/Personal Care worker  
Pulp & Paper CST  
Seafood Handling & Processing  
Stablehand/Track Rider  
Wardsperson

**SECTION B**

Traineeship schemes excluded from this Award

Nil

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