

**DENTAL ASSISTANTS AND SECRETARIES (STATE) AWARD**

Schedule of Consolidated Award Published on 27.02.2004 and Subsequent Variations Incorporated

Clause	Award/ Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
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**TRAINING WAGE (STATE) AWARD 2002**

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9, Appendix A	C2780	12.11.2004	On and from 16.04.2004	347	315
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9	C3633	3.6.2005	First full pay period on or after 4.2.2005	351	679

## Arrangement

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### PART B

#### MONETARY RATES

##### Table 1 - Wages

- (i) Adults
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##### Table 2 - Allowances

### 1. Wages and Classifications

- (i) The minimum weekly wage payable shall be as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case of June 2003. These adjustments may be offset against:
  - (a) any equivalent over-award payments; and/or
  - (b) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.

- (iii) Classification Levels

All employees shall be graded in one of the following levels and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.

- (iv) Classification levels are described as follows:

#### Level 1

- (a) Shall mean an employee with no prior experience relevant to the dental industry.
- (b) Such an employee shall be provided with on the job experience under direct supervision to perform general duties as directed and to learn basic skills and knowledge required of a dental assistant. This shall include:
  - (i) Basic knowledge of infection control and occupational health and safety principles;
  - (ii) Identification of surgery equipment, instruments and dental materials;
  - (iii) Understanding of basic medico and dento/legal requirements as it relates to their occupation as may be outlined under NSW law.
- (c) An employee at this level may be required to undertake the following duties:
  - (i) Assisting in preparation of surgery for treatment.
  - (ii) Reception of patients;
  - (iii) Basic clerical duties;
- (d) Such an employee shall be employed at this level for no more than 6 months. This period may be shortened at the employer's discretion.

#### Level 2

- (a) Shall mean an employee having undergone training at level 1 or having appropriate experience in the dental industry.
- (b) Such an employee would work under direct supervision and direction as appropriate and be provided with on the job experience to develop the following skills and knowledge:
  - (i) knowledge of the administrative and clerical duties required by the dental assistant and or secretary in the practice;

- (ii) understanding of basic dental procedures and knowledge of the role of the dental assistant and secretary in assisting the employer.
  - (iii) understanding of the organization of the dental establishment;
  - (iv) interpersonal skills to enable them to relate to patients;
  - (v) knowledge of infection control requirements of the industry.
- (c) An employee at this level may be required to undertake the following duties:
- (i) infection control, including cleaning, care and sterilization of instruments and decontamination of surgery and office equipment;
  - (ii) preparation of the surgery for dental procedures, including compiling daily treatment sheet;
  - (iii) assistance at the chairside during dental procedures;
  - (iv) entering, updating, removing or refiling patient information;
  - (v) receiving and recording payments, issuing receipts, following up and recording outstanding accounts;
  - (vi) communicating with patients and staff members; responding to telephone, fax, email, oral and written information;
  - (vii) administer an appropriate recall system;
  - (viii) undertaking banking procedures.

### Level 3

- (a) Employees may be required to instruct other employees in the skills required at this level or levels below by means of personal instruction and demonstration.
- (b) An employee at this grade applies knowledge gained to a broad range of skills.
- (c) Shall mean an employee with experience at level 2 who possesses a Nationally accredited level III Certificate in dental assisting.
- (d) Such an employee would work under minimal supervision, direction and control as is appropriate.
- (e) An employee at this level may be required to undertake the following duties:
  - (i) tasks at level 2
  - (ii) assisting at chairside with all dental procedures;
  - (iii) assisting in impression taking;
  - (iv) stock control for both office and surgery supplies;
  - (v) assisting with dental radiography, developing and mounting radiographs;
  - (vi) assisting with the care of patients including assisting in the management of medical and dental emergencies;
  - (vii) care for patients following dental intra - venous sedation;

- (viii) recording of dental charting and maintenance of all patient records;
- (ix) receiving from, preparing and dispatching work to the dental laboratory
- (x) instruct on post - operative care;
- (xi) follow up on patient treatment under dentist's instruction.

#### Level 4

- (a) Employees may be required to instruct other employees in the skills required at this level or level below by means of personal instruction and demonstration.
- (b) Such an employee would work under minimal supervision, direction and control as is appropriate.
- (c) Shall mean an employee with the experience and qualifications of a level 3 employee who also possesses a Nationally accredited level 4 certificate in dental radiography and/or oral health education and performs the following indicative duties.
- (d) An employee at this level may be required to undertake the following duties:
  - (i) tasks at level 2 and 3
  - (ii) taking, processing and filing dental radiographs;
  - (iii) general and specific oral health instruction of patients and or the public.

#### Level 5

- (a) Shall mean an employee who is appointed to supervise, train and co - ordinate other staff.
- (b) An employee at this level may be required to undertake the following duties:
  - (i) establish and carry out occupational health and safety and infection control regulations and policies;
  - (ii) prepare of staff rosters and allocate tasks;
  - (iii) establish and supervise basic bookkeeping including GST and periodic tax requirements;
  - (iv) oversee all stock control and carry out ordering of supplies;
  - (v) maintain staff wages, records and organize payment of wages;
  - (vi) assist with recruitment and selection of staff;
  - (vii) maintain computer systems;
  - (viii) organise maintenance and repairs of surgery and office equipment;
  - (ix) prepare and maintain practice protocols.
  - (x) liaise with accountant and auditor as required under instruction of the employer;
- (c) An employee at this level could be expected to perform the duties of an Office Administrator and the levels below including the duties of a Dental Assistant if the person has the necessary qualifications or expertise.

## 2. Casual and Part-Time Employees

- (i) A casual employee is one engaged and paid as such. A casual employee, for working ordinary time, shall be paid per hour one-fortieth of the weekly rate prescribed by this award for an employee of his/her age and/or experience, plus 20 per cent.
- (ii) A regular part-time employee may be engaged for not less than 20 hours per week and shall be paid, for all time worked, one-fortieth of the appropriate weekly rate prescribed by this award for each hour worked.
- (iii) The provisions of this award shall apply to part-time employees on a pro-rata basis.

### 3. Hours

- (i)
  - (a) The ordinary hours of work shall not exceed 40 per week, and shall be worked between the hours of 8.00am and 6.00pm on Monday to Friday inclusive, and 8.00am and noon on Saturday
  - (b) Notwithstanding paragraph (a) of this subclause, where an employer attends patients after 6.00pm Monday to Friday, the employer may roster an employee's hours up until 8.00pm on not more than three nights per week. Any such hours worked between 6.00pm and 8.00pm shall be paid at the rate of time and a quarter. In any event, the total number of hours worked in any one week shall not exceed 40 without the payment of overtime.
  - (c) In any day the period of duty shall be continuous, except for meal breaks.
- (ii) Any employee required to work on a Saturday as part of their ordinary hours of duty shall be paid an amount as set out in Item 1 of Table 2, Part B - Monetary Rates in addition to their ordinary rate of pay.
- (iii) Not less than 30 minutes and not more than one hour shall be allowed for a midday meal to be taken between noon and 2.00 p.m. An interval of ten minutes shall be allowed for morning tea and a further interval of ten minutes for afternoon tea, which shall be taken on the premises of the employer and shall be counted as time worked.
- (iv) Twenty minutes shall be allowed for an evening break to be taken between the hours of 5.30 p.m. and 7.00 p.m. in respect only of employees who have worked continuously (afternoon tea included) for a period of five hours immediately preceding the said times allowed for such evening break. Such evening break shall be counted as time worked.

#### 4. Overtime and Evening Meal Money

- (i) Subject to subclause (iii) of this clause, all time worked in excess of 40 hours per week shall be paid for at the overtime rates hereinafter prescribed.
- (ii) Work done in excess of 40 hours per week or before the fixed starting time, or after the fixed finishing time, Monday to Friday inclusive, shall be paid for at the rate of double time in addition to the weekly salary actually paid. Subject to subclause (iii) of this clause, work done after noon on any Saturday shall be paid for at the rate of double time in addition to the weekly salary actually paid. In any case, any portion of an hour of 30 minutes or less shall be reckoned as 30 minutes and any portion of an hour above 30 minutes shall be reckoned as an hour.
- (iii) Ordinary rates shall be payable for time worked within 30 minutes after the normal finishing time, but such time worked will be included for the purposes of calculating weekly overtime as provided by subclause (ii) of this clause.

If work continues for more than 30 minutes after the normal ceasing time, remuneration shall be payable at the rate of time and a quarter for the whole of the time worked after the normal finishing time.

- (iv) Employees required to work for more than one hour after their ordinary ceasing time, Monday to Friday inclusive, shall be paid not less than an amount as set out in Item 2 of Table 2, Part B - Monetary Rates for evening meal money in addition to any overtime to which they may be entitled under the provisions herein before contained. If overtime exceeds five hours on any shift, a further meal allowance of the same amount shall be paid.
- (v) No employee shall be required to work for more than five hours without a 20 minute paid crib break; provided that the morning and afternoon tea breaks shall not be breaks for the purposes of this subclause.
- (vi) Reasonable Overtime
  - (a) Subject to paragraph (b) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
  - (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours, which are unreasonable.
  - (c) For the purposes of paragraph (b) what is unreasonable or otherwise will be determined having regard to:
    - (1) Any risk to employee health and safety;
    - (2) The employee's personal circumstances including any family and carer responsibilities;
    - (3) The needs of the workplace or enterprise;
    - (4) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
    - (5) Any other relevant matter.



## 5. Holidays

- (i) The following days shall be holidays under this award:
  - (a) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing day are observed as public holidays.
  - (b) Any other special day appointed by proclamation to be observed as a public holiday throughout the State or in the County of Cumberland.
- (ii) Every employee allowed a holiday specified herein shall be deemed to have worked, in the week in which the holiday falls, the number of ordinary working hours that he/she would have worked had the day not been a holiday.
- (iii) For work done on any of the holidays, referred to in subclause (i) of this clause, double time and one-half shall be paid with a minimum payment for four hours' work.

## 6. Sick Leave

An employee who is unable to attend for duty by reason of personal illness or personal incapacity (including incapacity resulting from injury within the *Workplace Injury Management and Workers Compensation Act 1998*) shall be entitled to be paid at the ordinary-time rate of pay for the time of such time, subject to the following:

- (i) Where an employee has been in employment with an employer for less than three months, sick leave taken during the first three months of employment shall not be paid until the employee has completed three months' service with that employer.
- (ii) He/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
- (iii) He/she shall produce a medical certificate or other evidence satisfactory to the employer (which may include a statutory declaration) in order to claim payment for days that he/she is or was unable to attend work.
- (iv) Subject to subclause (vi) of this clause, he/she shall be entitled to sick pay on the following bases:

During the first year of employment - 40 hours.

During the second year of employment - 48 hours.

During the third year of employment - 56 hours.

During the fourth year of employment - 64 hours.

During the fifth year of employment - 72 hours.

During the sixth year of employment and thereafter - 80 hours.

Any period of paid sick leave allowed to an employee by the employer in any such year shall be deducted from the period of sick leave which may be allowed or carried forward in accordance with subclause (vi) of this clause, in or in respect of such years.

- (v) The right under this clause shall accumulate from year to year so long as the employment continues with the same employer, whether under this or any other award, so that any part of the entitlement which has not been allowed in any year by the employer may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this paragraph shall be available to the employee for a period of 12 years, but for no longer, from the end of the year in which they accrued; provided that for the purpose of this subclause the change of ownership of a practice from one person to another shall not interrupt the accumulation of sick leave in accordance with this subclause.
- (vi) For the purposes of this clause, continuous service shall be deemed not to have been broken by:
  - (a) any absence from work on leave granted by his/her employer;
  - (b) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall, in each case, be upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (vii) Service before the date of coming into force of this award shall be counted in the three months' continuous service for the purpose of qualifying hereunder.

## 7. Personal Carer's Leave

### (i) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (c) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in Clause 6 - Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either 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 person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (1) the employee being responsible for the care of the person concerned; and
  - (2) the person concerned being:
    - (a) a spouse of the employee; or
    - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (c) a child or an adult child (including an adopted child, a step-child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
      - (i) "relative" means a person related by blood, marriage or affinity;
      - (ii) "affinity" means a relationship that one spouse, because of marriage, has blood relatives of the other; and
      - (iii) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever 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 shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

### (ii) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (c) of subclause (i) who is ill.
- (iii) Annual Leave
- (a) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
  - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
  - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
  - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with this award.
- (v) Make-Up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

### 8. Bereavement Leave

- (i) An employee, other than a casual employee, shall be entitled to a maximum of two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person in Australia as prescribed in subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer the proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carers leave as set out in subparagraph (2) of paragraph (c) of subclause (i) of Clause 7 - Personal Carer's Leave, provide that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (ii), (iii), (iv) and (v) of the said Clause 7. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### 9. Time and Payment of Salaries

- (i) Except as provided in subclause (ii) of this clause, all salaries shall be paid weekly in cash except that if the employer receives an authority conferred in writing by the employee, they may pay by cheque or electronic funds transfer.
- (ii) Notwithstanding the provisions of subclause (i) of this clause, an employer may pay the wages of weekly and part-time employees fortnightly, subject to the fact that the implementation of fortnightly pays is as follows:

Employees employed prior to 18 October 1990 may only be paid fortnightly if consent is given by the employee to the change, in writing, using the terms agreed to by the N.S.W. Dental Assistants Association and the Australian Dental Association (New South Wales Branch) Limited.

It shall not be open to the union to object to the fact of fortnightly payment of salaries, where agreed, but it shall be open to the union to object to the terms on which fortnightly pays are introduced and operated.

Overtime shall be paid within a week from the pay day succeeding the day upon which such overtime became due. Provided that where wages are paid fortnightly, overtime shall be paid within a fortnight from the pay succeeding the day or days on which such overtime became due.

**10. Termination of Employment**

- (i) Except for misconduct justifying summary dismissal, the service of an employee shall be terminated only by seven days' notice or by the payment of seven days' salary in lieu thereof.
- (ii) No employee shall, without the consent of the employer, resign from his/her employment without having given seven days' notice of his/her intention so to do. Should he/she resign without giving such notice, he/she shall forfeit salary up to the time of resignation for such portion of the current pay period during which he/she has worked.
- (iii) Upon termination of the service of an employee, the employer shall furnish him/her with a written statement, duly signed by or on behalf of the employer, setting out the period of his/her employment and the capacity in which he/she was employed.

## 11. Redundancy

### (i) Application

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such 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.
- (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

### (ii) Introduction of Change

#### (a) Employer's duty to notify

- (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (2) "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.

#### (b) Employer's duty to discuss change

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and 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/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong, 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 the disclosure of which would adversely affect the employer.

(iii) Redundancy

(a) Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, 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 formation the disclosure of which would adversely affect the employer.

(iv) Termination of Employment

(a) Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (ii)(a)(1) above.

- (1) In order to terminate the employment of an employee the employer shall give to 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

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week s notice.
- (3) Payment in lieu of the notice above 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.

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- (2) Payment in lieu of the notice above 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.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(c) Time Off During the Notice Period

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

(d) Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) 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.

(f) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

(h) Transfer to Lower Paid Duties

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

thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

(v) Severance Pay

- (a) Where the employment of an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year.	Nil
1 year and less than 2 years.	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) "Weeks pay" means the all-purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments, shift penalties and allowances provided for in the relevant award.

(b) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in paragraph (a) above will have on the employer.

(c) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than

that contained in paragraph (a) above if the employer obtains acceptable alternative employment for an employee.

(vi) Savings Clause

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

## 12. Superannuation

- (i) The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- (ii) Subject to the requirements of this legislation, superannuation contributions may be made to:
  - (a) ASSET (Australian Superannuation Savings Employment Trust); or
  - (b) CANPLAN (Multi Industry Superannuation Plan); or
  - (c) Any industry or multi-employer superannuation fund which has application to the employees in the main business of the employer where employees covered by this award are a minority of award covered employees, provided that such fund complies with the Occupational Superannuation Guidelines and has joint employer/union management; or
  - (d) Any superannuation fund which has application to the employees in the main business of the employer, pursuant to a superannuation arrangement approved by an industrial tribunal prior to 16 December 1985, and where employees covered by this award are a minority of award covered employees. Where freedom or choice is provided for in such arrangement the principle of that provision shall apply and wherever practicable ASSET shall be included in such choice; or
  - (e) Any superannuation fund which improves or provides superannuation to employees covered by this award provided that such a fund was established or improved after 16 December 1985 and prior to 28 February 1992; or
  - (f) Such other funds approved by an award or industrial agreement.

### **13. Long Service Leave**

See *Long Service Leave Act 1955*.

#### **14. Annual Holidays**

See *Annual Holidays Act 1944*.

### 15. Annual Leave Loading

- (i) In this clause, the *Annual Holidays Act* 1944 is referred to as "the Act".
- (ii) Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay the employee a loading determined in accordance with this clause.
- (iii) The loading is payable in addition to the pay for the period of holiday accrued and taken under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award, or, where such a holiday is given and taken in separate periods then in relation to each such separate period.
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause, at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday, together with the allowances, if any, payable under subclause (iii) of Clause 1 - Salaries.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause, applying the award rates and wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- (vii)
  - (a) When the employment of an employee is terminated by his/her employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, the employee shall be paid a loading calculated in accordance with subclause (iv) of this clause for the period not taken.
  - (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.



## 16. Prohibitions

No employee shall be required to:

- (i) do any scrubbing, cleaning, or polishing other than that required to ensure infection control;
- (ii) carry out any of the duties for prosthetic purposes normally carried out by Dental Technicians as defined within the industries and callings of the Dental Technicians (State) Industrial Committee, other than the handling of impression materials used for direct surgery procedures and other than the pouring up of impressions;
- (iii) stand while performing chairside duties involving four- or six-handed dentistry where the operator (dentist) is seated.

### **17. Clothing**

If any employee is required to wear a uniform, the employer shall bear the expense of laundering the same; provided that where the uniforms are not laundered at the expense of the employer, an allowance per week of an amount as set out in Item 3 of Table 2, Part B - Monetary Rates per week shall be paid to the employee.

## **18. Right of Entry**

See *Industrial Relations Act 1996*.

### 19. Union Contributions

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
  - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
  - (b) The Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
  - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
  - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
  - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
  - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.
- (viii) This clause shall take effect from the first full pay period to commence on or after:
  - (1) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll

calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 13 October 2003.

- (2) In the case of employers who do not fall within sub-paragraph (i) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on 13 January 2004.
- (3) For all other employers, from the beginning of the first pay period to commence on or after 13 April 2004.

## 20. Attendance at Technical College

Any time occupied by an employee within the County of Cumberland who has enrolled to attend a dental assistants' course during ordinary working hours shall be given time off to attend such course, except in the event of an unforeseen emergency arising in the surgery requiring the presence of the assistant, including the time occupied in travelling between the surgery where he/she is employed and the college and in attending such course at the college and such time shall be calculated as part of the ordinary hours of work and paid as such.

This subclause applies only in respect of a course conducted for dental assistants by a college of the NSW Department of Education and Training or the NSW Dental Assistants Association.

## 21. Block Release

- (i) An employee shall be allowed paid leave for the purposes of block release to enable him/her to undertake the level III Certificate in dental assisting referred to in subclause (iv) of Clause 1 - Wages and Classifications, by correspondence or to attend a college of the Department of Education and Training or the Dental Assistants Association for practical block release training.
- (ii) The leave stated in subclause (i) of this clause shall not exceed one month and any request for such leave shall be made in writing at least one month before the date of commencement of the leave sought.
- (iii) Nothing in this clause shall require the employer to reimburse the employee for travelling expenses incurred in connection with practical block-release training.

**22. Finishing at Night**

- (i) When an employee working overtime finishes work at a time when the usual means of transport are not available, the employer shall provide transport or shall pay him/her at the ordinary rate for the time occupied in reaching his/her home. An employee working overtime who finishes work when the usual means of transport are not available shall be entitled to any additional outlay incurred in reaching home by reasonable means of transport.
- (ii) Employees under 18 years of age: No employee under 18 years of age shall be required to work beyond 9.00 p.m., except in exceptional circumstances; in such case the employer shall provide transport to the employee's home.



### **23. Exhibition of Certificate**

Any dental assistant who has completed the level III Certificate of dental assisting shall be entitled to exhibit the certificate in a prominent place, where it can be seen by the patients on the employer's premises.

#### **24. First-Aid Allowance**

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John Ambulance or similar body, shall be paid an allowance per week of an amount as set out in Item 4 of Table 2, Part B - Monetary Rates, if the employee is appointed by an employer to perform first-aid duty.

## 25. Disputes and Industrial Grievance Procedures

The procedures for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following procedural steps.

- (i) Procedure relating to a grievance of an individual employee:
  - (a) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
  - (b) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (c) Reasonable time limits must be allowed for discussion at each level of authority.
  - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
  - (e) While a procedure is being followed, normal work must continue.
  - (f) The employee may be represented by an industrial organisation of employees for the purposes of each procedure.
- (ii) Disputes between an employer and the employees - In the event of a question, dispute or difficulty arising:
  - (a) The matter shall first be raised with the supervisor and agreement sought.
  - (b) If the dispute is not resolved at this level, the matter may be discussed between the union delegate and representatives of management.
  - (c) Should the dispute remain unresolved, the matter may be referred to an official of the union, who shall discuss it with senior management. If necessary, the State Secretary of the union and the relevant employer association may also be involved in discussions at this stage.
  - (d) In the event of no agreement being reached at this stage, the dispute may be referred to the Industrial Relations Commission of New South Wales.
  - (e) Reasonable time limits will be allowed for discussion at each level of authority, but undue delay should be avoided.
  - (f) While the procedure is being followed, normal work will continue.

## 26. Definitions

In this award, unless the context indicates otherwise "Association" means the NSW Dental Assistants Association.

## 27. Anti-Discrimination

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act* 1977 provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## 28. Exemptions

- (1) Except as to the provisions of Clause 26 - Anti-Discrimination, Clause 5 - Holidays, Clause 15 - Annual Leave Loadings, Clause 13 - Long Service Leave, Clause 6 - Sick Leave, subclauses (i), (ii) and (iii) of Clause 7 - Personal/Carer's Leave, Clause 8 - Bereavement Leave, Clause 12 - Superannuation, and Clause 11 - Redundancy, this award shall not apply to employees classified as a Level 5 who are in receipt of a weekly wage in excess of 15% above the rate set out in Table 1 - Wages of Part B, Monetary Rates for the highest grade in this award; provided that the wage is not inclusive of overtime payments due to the employee under this award.
- (2) The exemption rate shall be calculated in multiples of one dollar, amounts of less than 50 cents being taken to the lower multiple and amounts of 50 cents or more being taken to the higher multiple.

## **29. Leave Reserved**

Leave is reserved to either party to apply in respect of the classification structure and relativities contained in Clause 1, and Part B Monetary Rates.

### **30. Area, Incidence and Duration**

This award rescinds and replaces the Dental Assistants and Secretaries (State) Award published 1 March 2002 (331 I.G. 845) and all variations thereof.

It shall apply to all dental secretaries and/or chairside attendants employed by dentists in the State, excluding the County of Yancowinna.

This award shall commence on the first pay period to commence on and from 13 October 2003 and remain in force for a period of 24 months.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) and take effect on 12 December 2003.



**PART B**  
**MONETARY RATES**

**Table 1 - Wages**

(i) Adults:

Level	Weekly Rate of Pay Operative from first full pay period to commence on or after 13/10/03 (SWC 2003) \$	Weekly Rate of Pay Operative from first full pay period to commence on or after 13/04/04 \$	Weekly Rate of Pay Operative from first full pay period to commence on or after 13/10/04 \$	Weekly Rate of Pay Operative from first full pay period to commence on or after 13/04/05 (\$)
1	451.70	463.70	475.70	487.60
2	451.70	470.63	489.50	508.50
3	476.20	498.20	520.20	542.20
4	487.90	519.90	551.90	583.90
5	500.00	548.20	596.30	644.50

(ii) Juniors

Age	Weekly Rate of Pay Operative from first full pay period to commence on or after 13/10/03 (SWC 2003) \$	Weekly Rate of Pay Operative from first full pay period to commence on or after 13/04/04 \$	Weekly Rate of Pay Operative from first full pay period to commence on or after 13/10/04 \$	Weekly Rate of Pay Operative from first full pay period to commence on or after 13/04/05 \$
At 16 years of age	193.75	207.80	221.85	235.90
At 17 years of age	223.80	235.20	246.60	258.00
At 18 years of age	258.40	278.53	298.66	318.80
At 19 years of age	301.00	322.13	343.26	364.40
At 20 years of age	343.25	372.23	401.21	430.20

**Table 2 - Allowances**

Item No.	Clause	Brief Description	Amount (SWC 2003) \$
1	3 (ii)	Saturday Ordinary Time	11.65
2	4 (iv)	Meal money	9.95
3	17	Clothing allowance	7.00 per week
4	23	First – Aid	8.10 per week

NOTE:

The expense related allowances in this award have been varied to take into account movements in the Consumer Price Index up to and including the quarter ending June 2003.