

Hospital Salaried Officers (Dental Therapists) Award, 1980

1. - TITLE

This award shall be known as the Hospital Salaried Officers (Dental Therapists) Award, 1980.

1B. - MINIMUM ADULT AWARD WAGE

- (1) No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- (2) The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$726.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$726.90 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2018.

- (3) The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.
- (4) Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- (5) Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (a) The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- (6) Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- (7) Subject to this clause the minimum adult award wage shall –
 - (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

- (8) Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2018 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

(9) Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$621.10 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$621.10 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2018.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.
- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

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3. - SCOPE

This award shall apply to employees employed as Dental Therapists and to the employers employing such employees and engaged in private dental practices or undertakings.

4. - AREA

This award shall operate over the areas occupied and controlled by the respondents, within the State of Western Australia.

5. - TERM

The term of this award shall be for a period of one year.

6. - DEFINITION

"Dental Therapist" means an employee who is licensed by the Dental Board of Western Australia.

"Commission" means the Western Australian Industrial Relations Commission

"de facto spouse" means a person of either opposite or same sex who is co-habiting with another person as that person's partner on a bona fide domestic basis, although not actually married to that person, as if for all intents and purposes they are lawfully married.

"Spouse" means an employee's spouse including defacto spouse.

"Union" shall mean the Health Services Union of Western Australia (Union of Workers)

7. - PAYMENT OF SALARIES

- (1) Salaries shall be paid by cheque, direct transfer or cash at the employer's discretion following consultation with the employees.
- (2)
 - (a)
 - (i) Where the employer requires the employee to establish an account for the purpose of receiving the employee's salary the employee shall pay the costs associated with the establishment and maintenance of such accounts.
 - (ii) The employer may require such an account to be established at a major bank or building society.
 - (b) In respect of transfer fees associated with the transfer of funds from the employer's bank to any other bank or financial institution, such fees shall be paid by the employer.
- (3) Salaries shall be paid fortnightly and shall be computed by dividing the annual salary rate by 313 and multiplying the result by 12.
- (4) Notwithstanding the foregoing, where the employer and the employee agree, an employee may be paid weekly at half the appropriate fortnightly rate.

8. - SALARIES

- (1) The following shall be the minimum rates of salary payable to Dental Therapists covered by this Award:

	CURRENT	ASNA	NEW
1st six months of employment after qualification	23174	19418	42592
2nd six months of employment after qualification	24292	19725	44017
2nd year of employment after qualification	25006	19782	44788
3rd year of employment after qualification	25754	19842	45596
4th year of employment after qualification	26497	19789	46286
5th year of employment after qualification	27264	19849	47113
6th year of employment after qualification	28061	19913	47974
7th year of employment after qualification	28863	19978	48841

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

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

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

9. - TERMINATION OF EMPLOYMENT

- (1) Notice of termination by employer

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

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice prescribed in subclause (1)(a), employees over forty-five years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice prescribed in subclauses (1)(a) and/or (b) , shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had their employment not been terminated shall be used.
- (e) The period of notice in this clause shall not apply in the case of conduct which justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

- (2) Notice of termination by employee

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

(3) Time-off during notice period

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

(4) Summary Dismissal

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

10. - HOURS

(1) Subject to the provisions of this Award, the ordinary hours of work shall be worked in straight shifts and shall not exceed an average of thirty eight hours per week to be worked over not more than forty hours in any one week nor more than ten hours exclusive of meal breaks, in any one day.

(2) Ordinary hours shall be worked between the hours of 7.30 a.m. and 9.00 p.m. on Monday to Friday inclusive and between 8.00 a.m. and 1.00 p.m. on Saturday, provided that:

- (a) in respect of employees employed at January 1, 1990 the working of ordinary hours beyond 6.00 p.m. on any day from Monday to Friday inclusive shall be by mutual agreement between the employer and the employee; and
- (b) where ordinary hours in excess of eight hours are worked by an employee on any one day of a week, such employee shall be required to work ordinary hours on not more than five days in any one week.

(3) An employee shall not be rostered to work for less than three ordinary hours on any day and in any case shall be paid a minimum of three ordinary hours' pay for that day.

(4) Saturday and Evening Work:

- (a) All ordinary hours worked on a Saturday shall be paid at the rate of time and a quarter.
- (b) All ordinary hours worked after 6.00 p.m. Monday to Friday inclusive shall be paid at the rate of fifteen per cent in addition to the ordinary rate of pay prescribed for the work.

(5) Meal Breaks:

- (a) Employees shall be allowed one meal break per day during ordinary hours. Such meal break shall be not more than one hour nor less than thirty minutes.
- (b) Where the meal break taken by an employee is -
 - (i) the midday meal, such meal shall be taken between the hours of 11.30 a.m. and 2.00 p.m.;
 - (ii) the evening meal, such meal shall be taken between the hours of 4.30 p.m. and 7.00 p.m.
- (c) An employee shall not be compelled to work for more than six hours straight without a break for a meal.

- (d) Where the employee is not provided with a meal break in accordance with the provisions of this clause the employee shall be paid at overtime rates until such time as the meal break is provided.
- (6) An employee shall be entitled to two paid breaks of ten minutes' duration each day, one before and one after the meal break. Provided that the entitlement shall not apply on the occasions where patients' requirements are such that a break cannot reasonably be taken.
- (7) (a) Where ordinary hours in excess of thirty eight are worked in any one week such additional time may be accrued to be taken as rostered time off. Such rostered time off may be taken -
- (i) as a half day off per fortnight;
 - (ii) as a full day off per four weeks; or
 - (iii) in blocks of full days off, either rostered to be taken during the year in which they are accrued or to be taken in conjunction with periods of annual leave.
- The employee is to be notified of the method of rostered time off, if any, which is to apply.
- (b) The seventeen and one half per cent loading on annual leave is not payable on accrued time off taken in conjunction with annual leave.
- (c) Time off does not accrue during a period of annual leave.
- (8) An employee shall receive at least one week's notice of any rostered time off or of any change of rostered time off -
- (a) Where an employer fails to provide sufficient notice of rostered time off, the employee shall be paid for the ordinary time the employee would have worked had the employee not been so rostered off, at the ordinary time rate.
 - (b) Where an employee having been given insufficient notice of being required to work on a rostered day off is required to work on a rostered day off such employee shall be paid for such time at overtime rates.
- (9) Notwithstanding the provisions of subclauses (7) and (8) of this clause an employer and employee may by mutual agreement substitute a rostered day or half day off for another day or half day as the case may be in which case the rostered day or half day off shall become an ordinary working day.
- (10) Subject to the employer's approval, where one employee agrees with another employee to swap their rostered time off overtime rates shall not apply if such swap involves insufficient notice or the working of hours in excess of those laid down elsewhere in this clause.
- (11) All accrued time off which remains untaken at the date of termination of an employee shall be paid at the rate of pay which applies at the date of termination.
- (12) Alternative Hours by Agreement:
- Notwithstanding any other provisions of this clause ordinary hours may be worked on such other basis as is agreed between the employer and the Association provided that an average of not more than thirty eight ordinary hours per week may be worked under such an agreement. For an agreement to be made in accordance with this clause it shall be in writing.
- (13) Any dispute arising out of the implementation of this clause shall be referred to the Commission for determination.
- (14) Transition:
- (a) Where as a result of the coming into effect of this clause an employee who stands to suffer a reduction in pay as a result of the loss of the receipt of regular overtime for hours worked in

excess of eight per day or beyond 6.00 p.m. on any of the days Monday to Friday inclusive, such employee shall not suffer any such reduction in pay provided that -

- (i) the overtime which the employee would have received but for the coming into effect of this clause shall be commuted to an allowance of equipment amount to the amount of the said overtime; and
 - (ii) the amount of such allowance shall be absorbed by up to fifty per cent of any future wage increase until such time as the whole of the allowance has been absorbed.
- (b) The amount of the allowance referred to in paragraph (a) hereof shall be agreed between the employer and the employee provided that where the employer and the employee are unable to reach agreement they may call upon the assistance of their respective representative organisation of employers or employees; provided further that if the parties are still unable to reach agreement the matter shall be referred to the Commission for determination.

11. - OVERTIME

- (1) All time worked outside the ordinary working hours as set out in Clause 10. - Hours - shall be deemed overtime and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter. In the calculation of overtime, each day shall stand alone.
- (2)
 - (a) All work performed after 1.00 p.m. Saturday or on a Sunday shall be paid for at the rate of double time.
 - (b) All hours worked on any of the days prescribed in subclause (1) of Clause 13. - Public Holidays of this Award shall, subject to the provisions of that clause, be paid for at the rate of double time and a half.
- (3) When an employee is recalled to work after leaving the job or required to work on a rostered day off the employee shall be paid for at least three hours at overtime rates.
- (4) Notwithstanding anything contained by this Award -
 - (a) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
 - (b) No organisation party to this Award shall in any way, whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.
- (5)
 - (a) In lieu of payment for overtime, an employee, with the mutual agreement of the employer, shall be allowed time off proportionate to the payment (i.e. at the overtime rate) to which the employee is entitled up to a maximum of an additional ten days per annum. Such time off shall be taken at a mutually agreed time or in conjunction with annual leave.
 - (b) An employer shall not require an employee to take time off in lieu of payment for overtime.
- (6) All time worked between midnight and 7.00 a.m. on any day Monday to Friday inclusive, shall be paid for at the rate of double time.

12. - MEAL MONEY

- (1) An employee required to work overtime for two hours or more shall be supplied with a meal by the employer or paid \$7.40 for a meal.
- (2) If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall provide such meal or pay an amount of \$5.80 for each such meal.

- (3) Meal allowance increases shall be calculated by the percentage change from the appropriate CPI quarter index number last used to increase the allowance, where the allowance was last adjusted or nearest to the date the allowance last changed to the latest quarter index number. This percentage change is then applied to the allowance previously paid

Where an employer elects not to provide a meal as provided in subclauses (1) and (2) hereof but makes payment in lieu thereof, such payments shall be made to the employee prior to the taking of such meal.

13. - PUBLIC HOLIDAYS

- (1) (a) The following days or the days observed in lieu shall, subject to Clause 11 of this award and subject as hereinafter provided, be allowed as holidays without deduction of pay, namely:

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

Provided that another day may be taken as a public holiday by arrangement between the parties, in lieu of any of the days named in this subclause.

In such cases time and one-half shall be paid during ordinary hours worked on any of the above mentioned public holidays.

- (b) Where any of the days mentioned in paragraph (a) hereof falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday, such holiday shall be observed on the next succeeding Tuesday; in each case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

14. - ANNUAL LEAVE

- (1) (a) Except as hereinafter provided, a period of four consecutive weeks leave with payment of ordinary salary as prescribed shall be allowed to an employee by the employer after each period of twelve months' continuous service with that employer.

- (b) The entitlement of annual leave shall accrue at the rate of 2.923 hours in respect of each completed week of service

- (c) An employee is to be paid for the period of annual leave at the time payment is made in the normal course of employment, unless the employee requests in writing the employee be paid before the period of leave commences in which case the employee is to be so paid.

- (d) During a period of annual leave an employee shall receive a loading of 17.5% calculated on the employee's ordinary salary.

- (2) If any public holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added one day being an ordinary working day for each such Public Holiday.

- (3) (a) If an employee lawfully leaves their employment; or

- (b) an employee's employment is terminated by the employer through no fault of the employee, before the employee has taken annual leave to which the employee is entitled, the employee is to be paid for all that annual leave.

- (c) If an employee leaves their employment; or

- (d) that employment is terminated by the employer,

in circumstances other than those referred to in subclause (3)(a) and (b) hereof before the employee has taken annual leave to which the employee is entitled, the employee is to be paid for any untaken leave that relates to a completed year of service, except that if the employee is dismissed for misconduct, the employee is not entitled to be paid for any untaken leave that relates to a year of service that was completed after the misconduct occurred.

- (4) The annual leave prescribed in subclause (1) of this clause may be taken in lesser periods.
- (5)
 - (a) Where an employer and employee have not agreed when the employee is to take annual leave, subject to (5)(b) the employer is not to refuse the employee taking, at any time suitable to the employee, any period of annual leave entitlement to which accrued more than 12 months before that time.
 - (b) The employee is to give the employer at least 2 weeks' notice of the period during which the employee intends to take leave.
- (6) Notwithstanding the other provisions of this clause an employer who observes a Christmas closedown for the purpose of granting leave may require an employee to take annual leave in not more than two periods but neither of such periods shall be less than one week.

15. BEREAVEMENT LEAVE

Entitlement to bereavement leave

- (1)
 - (a) Subject to subclause (2) of this clause, on the death of -
 - (i) the spouse, *de facto* spouse or partner of an employee;
 - (ii) the child or step-child of an employee;
 - (iii) the brother, sister, step brother or sister of an employee
 - (iv) the parent, step-parent or grand parent of an employee; or
 - (v) any other person who, immediately before that person's death, lived with the employee as a member of the employee's family,the employee is entitled to paid bereavement leave of up to 2 days.
 - (b) the 2 days need not be consecutive.
 - (c) Bereavement leave is not to be taken during a period of any other kind of leave
- (2) Proof in support of claim for leave

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

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

16. - SICK LEAVE

Entitlement to leave for sickness etc.

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

- (d) Where paid sick leave has been granted by the employer in accordance with paragraphs (a), (b) and (c) of this subclause, that portion of the annual leave equivalent to the paid sick leave is hereby replaced by the paid sick leave and the replaced annual leave may be taken at another time mutually agreed to by the employer and the employee or, failing agreement, shall be added to the employee's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 14. - Annual Leave.
 - (e) Payment for replaced annual leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 14. - Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (6) Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with subclause (3) of clause 2 of the Long Service Leave provisions as prescribed by the Long Service Leave General Order and published in the Western Australian Industrial Gazette and as varied from time to time, the paid sick leave standing to the credit of the employee at the date of transmission from service with the transmittor shall stand to the credit of the employee at the commencement of service with the transmittee and may be claimed in accordance with the provisions of this clause.
 - (7) The provisions of this clause with respect to payment do not apply to employee's who are entitled to payment under the Workers' Compensation Act nor to employee's whose injury or illness is the result of the employee's own misconduct.
 - (8) The provisions of this clause do not apply to casual employees.

17. - PARENTAL LEAVE

(1) Definitions

For the purpose of this clause:

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

(2) Basic entitlement

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

employer with a statutory declaration stating particulars of any period of parental leave sought or taken by his or her spouse.

(3) Maternity leave

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

(4) Paternity leave

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

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

(5) Adoption leave

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

(6) Variation of notice period

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

(7) Variation of period of parental leave

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

(8) Parental leave and other entitlements

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

(9) Transfer to a safe job

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

(10) Entitlement to part-time employment

- (a) Where an employee is pregnant, and has a doctors certificate advising that it would be preferable for the employee to work part-time, or where an employee is eligible for parental leave, and the employer agrees, the employee may work part-time, the terms of which are to be agreed in writing, in one or more periods at any time until the child's second birthday or until the second anniversary of the placement of the child.

- (b) The work to be performed part-time need not be the work performed by the employee in his or her former position.
- (11) Returning to work after a period of parental leave or part-time work
- (a) An employee will notify of their intention to return to work after a period of parental leave or part-time work entered into in accordance with this clause at least four weeks prior to the expiration of the leave or part-time work.
 - (b) An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to subclause (9), the employee will be entitled to return to the position they held immediately before such transfer. An employee who entered into part-time work in accordance with subclause (10) will be entitled to return to his or her former position.
 - (c) When such position no longer exists but there are other positions available, which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (12) Replacement employees
- (a) A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
 - (b) A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (13) Notwithstanding any award, agreement or other provision to the contrary:
- (a) absence on parental leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of the Award.
 - (b) Commencement of part-time employment in accordance with this clause, and return from part time to full-time work under this clause, shall not break the continuity of service or employment.

18. - LONG SERVICE LEAVE

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

19. - PROTECTIVE CLOTHING AND UNIFORMS

- (1) Where an employee is required by the employer to wear a special uniform subject to subclause (3) such uniform shall be provided and laundered by the employer at the employers' expense.
- (2) Where the conditions of work are such that an employee is unable to avoid the employee's clothing becoming excessively dirty, the employee shall be provided with protective clothing or material, subject to subclause (3) such clothing or material shall be provided and laundered by the employer at the employers' expense.
- (3) Where subclause (1) or (2) of this clause apply the employer may: -
 - (a) pay an allowance of \$4.50 per week in lieu of providing such special uniform, clothing or material;
 - (b) pay an allowance of \$3.00 per week in lieu of laundering such special uniform, clothing or material.

- (4) Any dispute arising out of this clause may be dealt with in accordance with Clause 28. - Disputes Settlement Procedure.

20. - RIGHT OF ENTRY

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

21. - TIME AND WAGES RECORD

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

The following are to be recorded for each employee:

1. **On a daily basis:**

- (a) start/finish time;
- (b) paid time; and
- (c) breaks.

2. **For each pay period:**

- (a) designation;
- (b) gross and net pay; and
- (c) deductions, including reasons for these deductions.

3. **The following records must also be kept:**

- (a) employee's name
- (b) date of birth if under 21 years of age;
- (c) start date;
- (d) all leave paid, partly paid or unpaid;
- (e) relevant information for LSL calculations;
- (f) any additional information required by the industrial instrument; and
- (g) any other information necessary to show remuneration and benefits comply with the Award.

22. - LIMITATION ON UNQUALIFIED EMPLOYEES

Only Dental Therapists shall be employed to perform the usual functions of such employees.

23. - PART-TIME EMPLOYEES

- (1) Notwithstanding anything contained in this award, an employee may be regularly employed to work less hours per week than are prescribed in Clause 10 - Hours and such hours may be worked in less than five days per week.
- (2) When an employee is employed under the provisions of this clause, the employee shall be paid at a rate pro rata to the rates prescribed for Dental Therapists in proportion to which the employees weekly hours bear to the weekly hours of an employee engaged full time on that class of work.
- (3) When an employee is employed under the provisions of this clause, the employee shall be entitled to the same leave, penalties and other conditions as prescribed in the award for full time employees, with payment being in the proportion to which the employees weekly hours bear to the weekly hours of a full-time employee.

24. - CASUAL EMPLOYEES

- (1) A "casual employee" means an employee who is informed that they are a casual employee prior to being engaged and not employed on a regular basis and who is engaged by the employer for a period of not exceeding two consecutive weeks in any period of engagement.
- (2) A casual employee shall be paid one eightieth of the ordinary fortnightly rate of salary prescribed by Clause 8. - Salaries of this award for each hour so employed, with the addition of 20 percent.

25. - NO REDUCTION

Nothing herein contained shall enable an employer to reduce the salary of any employee or the conditions of work applied to any employee who at the date of this award was being paid a higher rate of wage than the minimum prescribed in this award or was being accorded a benefit superior to any herein prescribed as a condition of work.

26. - SUPERANNUATION

Employee's shall be entitled to superannuation benefits in accordance with the provisions of this clause.

- (1) Definitions:

For the purposes of this clause:

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

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

(3) Members' Additional Voluntary Contributions:

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

(4) No contributions shall be made for:

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

(5) Employee Entry into Fund:

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

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

(7) Compliance, Nomination and Transition

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

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

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

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

or

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

27. - ENTERPRISE AGREEMENTS

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

28. - DISPUTES SETTLEMENT PROCEDURE

- (1) Preamble

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

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

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

- (2) Procedure

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

- (a) The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor shall, within two working days, refer the matter

to a more senior officer nominated by the employer and the employee(s) shall be advised accordingly.

- (b) The senior officer shall, if able, answer the matter raised within five working days of it being referred and if the senior officer is not so able, refer the matter to the employer for the employers attention, and the employee(s) shall be advised accordingly.
- (c)
 - (i) If the matter has been referred in accordance with paragraph (b) above the employee(s) or the shop steward shall notify the Union Secretary or nominee, to enable the opportunity of discussing the matter with the employer.
 - (ii) The employer shall, as soon as practicable after considering the matter before it, advise the employee(s) or, where necessary the Union of its decision. Provided that such advice shall be given within 21 calendar days of the matter being referred to the employer.
- (d) Should the matter remain in dispute after the above processes have been exhausted either party may refer the matter to the Western Australian Industrial Relations Commission.

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

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

29. - REDUNDANCY

1. Termination of Employment

- (a) Discussions before termination
 - (i) Where an employer for any reason, has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision may lead to termination of employment, the employer shall hold discussions with the employee's directly affected and with the Union.
 - (ii) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of subclause 1(a)(i) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employee's concerned.
 - (iii) For the purpose of the discussion, the employer shall, as soon as practicable, provide in writing to the employees concerned and the Union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number of categories of employees likely to be affected and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employers interests.

- (b) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause 1(a)(i), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof, an amount equal to the difference between the former ordinary rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

(c) Severance Pay

- (i) In addition to the period of notice prescribed for ordinary termination in Clause 9.- Termination of Employment subclause 1(a)(i) and 1(a)(ii) , and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in subclause 1(a)(i), shall be entitled to the following amount of severance pay in respect of a continuous period of service:

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

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

(d) Employee Leaving During Notice

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

(e) Alternative Employment

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

(f) Time off during notice period

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

(g) Notice to Commonwealth Employment Service

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

(h) Employees Exempted

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

steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

30. - SUPPORTED WAGE SYSTEM

- (1) This clause defines the conditions, which will apply to employees who, because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause the following definitions will apply:
- (a) “Supported Wage System” means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability, as documented in “Supported Wage System: Guidelines and Assessment Process”.
 - (b) “Accredited Assessor” means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.
 - (c) “Disability Support Pension” means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
 - (d) “Assessment instrument” means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (2) Eligibility Criteria
- (a) Employee's covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
 - (b) This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation or any provision of this Award relating to the rehabilitation of employee's who are injured in the course of their employment.
 - (c)
 - (i) This clause does not apply to employers in respect of their facility, program, undertaking, service or the like which receive funding under the Disability Services Act 1986 and fulfil the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or eligible for a Disability Support Pension, and such employees.
 - (ii) Provided that this exclusion shall not prevent Services funded under Section 10 or 12A of the Act referred to in subparagraph (i) hereof, engaging persons who meet the eligibility criteria under the Supported Wages System, on work covered by this Award, where both parties wish to access the System and all other criteria are met.
- (3) Supported Wage Rates
- (a) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

Assessed Capacity (Sub-clause 4)	% of Prescribed Award Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%

60%	60%
70%	70%
80%	80%
90%	90%

- (b) Provided that the minimum amount payable shall not be less than \$60.00 per week.
- (c) Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

(4) Assessment of Capacity

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

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

(5) Lodgement of Assessment Instrument

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

(6) Review of Assessment

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

(7) Other Terms and Conditions of Employment

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

(8) Workplace Adjustment

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

(9) Trial Period

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

- (b) During the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
 - (c) The minimum amount payable to the employee during the trial period shall be no less than such amount as is stipulated by statutory regulation from time to time.
 - (d) Work trials should include induction or training as appropriate to the job being trailed.
 - (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the assessment under subclause (4) of this clause.
- (10) The conditions of employment, as agreed, to apply during a trial period or in a continuing employment relationship shall be documented, a copy of which shall be provided by the employer to the person employed in accordance with this clause.

SCHEDULE A - NAMED UNION PARTY

Health Services Union of Western Australia (Union of Workers) is a named party to this Award.

SCHEDULE B

RESPONDENTS

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D. Cosgrove and G. Cahif
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CALISTA W.A. 6167

The Operators of Cottesloe Clinic
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COTTESLOE W.A. 6011

VARIATION RECORD

HOSPITAL SALARIED OFFICERS (DENTAL THERAPISTS) AWARD, 1980 NO. R27 OF 1977

Delivered 17/10/80 at 60 WAIG 2444

Consolidated at 63 WAIG 646

Consolidated 93(6) 01/11/93 at 73 WAIG 3138

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. Title				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Cl. & Title	1457/93	24/12/93	74 WAIG 198
(1A. State Wage Principles December 1993)				
	Cl. & Title	985/94	30/12/94	75 WAIG 23
(1A. Statement of Principles December 1994)				
	Cl. & Title	1164/95	21/03/96	76 WAIG 911
(1A. Statement of Principles March 1996)				
	Cl & Title	915/96	7/08/96	76 WAIG 3368
(1A Statement of Principles - August 1996–				
	Cl & Title	940/97	14/11/97	77 WAIG 3177
(1A. Statement of Principles - November 19–7)				
	Cl & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles – June, 1998)				
	Del. Cl. & Title	609/99	06/07/99	79 WAIG 1847
1B. Minimum Adult Award Wage				
	Ins. 1B	940/97	14/11/97	77 WAIG 3177
	Cl.	1212/98	27/07/98	78 WAIG 3318
	(2) - (3),(5) & (8) rates & text	609/99	01/08/99	79 WAIG 1847
	Cl.	654/00	01/08/00	80 WAIG 3379
	Cl.	752/01	01/08/01	81 WAIG 1721
	Cl.	797/02	01/08/02	82 WAIG 1369
	Cl.	569/03	5/06/03	83 WAIG 1899 & 2306
	(9)	1197/03	1/11/03	83 WAIG 3537
	Cl.	570/04	4/06/04	84 WAIG 1521
	Cl.	576/05	07/07/05	85 WAIG 2089 & 2523

Cl.	957/05	07/07/06	86 WAIG 1631 & 2048
Cl.	1/07	01/07/07	87 WAIG 1487 & 1936
Cl.	115/07	01/07/08	88 WAIG 773 & 1181
Cl.	1/09	01/10/09	89 WAIG 735 & 1599
Cl.	2/10	01/07/10	90 WAIG 568 & 1054
Cl.	2/11	01/07/11	91 WAIG 1008 & 1460
Cl.	2/12	01/07/12	92 WAIG 1238
Cl.	1/13	01/07/13	93 WAIG 909
Cl.	1/14	01/07/14	94 WAIG 1129
Cl.	1/15	01/07/15	95 WAIG 1115
Cl.	1/16	01/07/16	96 WAIG 963
Cl.	1/17	01/07/17	97 WAIG 1028
Cl.	1/18	01/07/18	98 WAIG 263 & 742

2. Arrangement

Ins. 2A	1250/88	14/11/88	69 WAIG 33
Ins. 26	315/89	1/11/89	69 WAIG 3333
2A Title	1737/89	01/01/90	69 WAIG 3308
Ins. 1A	1752/91	31/01/92	72 WAIG 191
Del. & Ins.	791/93	10/06/93	73 WAIG 1940
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
Ins. 27	480/95	20/07/95	75 WAIG 2581
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix – Resolution...	693/96	16/07/96	76 WAIG 2768
Ins. Appendix – S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A	940/97	14/11/97	77 WAIG 3177
Ins. 1B	940/97	14/11/97	77 WAIG 3177
1A	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1847
Ins. Cl.	826/03	15/09/03	83 WAIG 3354

(2A. State Wage Principles September 1988)

Ins. Cl.	1250/88	14/11/88	69 WAIG 33
Del. Cl.	1737/89	1/1/90	69 WAIG 3308

(2A. Wage Fixing Principles)

Ins. Cl.	1737/89	01/01/90	69 WAIG 3308
Del..	826/03	15/09/03	83 WAIG 3354

3. Scope

4. Area

5. Term

6. Definition

Ins. Cl.	826/03	15/09/03	83 WAIG 3354
Cl	329/04	10/05/04	84 WAIG 1371

7. Payment of Salaries

Cl.	995/87	16/2/89	69 WAIG 546
2(a)	826/03	15/09/03	83 WAIG 3354

8. Salaries

Cl.	494/82	3/2/83	63 WAIG 1075
Rates	461/83(Int)	6/10/83	63 WAIG 2207
Cl.	926/83	17/1/84	64 WAIG 294
Rates	461/83	6/10/83	64 WAIG 407
Rates	104/84	6/4/84	64 WAIG 847
Rates	104/85	6/4/85	66 WAIG 4
Rates	821/85	4/11/85	
Rates	1195/86	24/4/87	67 WAIG 435
Rates	1406/87	14/11/88	68 WAIG 949
Cl.	1250/88	14/11/88	69 WAIG 33
Cl.	995/87	16/2/89	69 WAIG 546
Cl.	1062/90®	29/08/90	70 WAIG 3706
Cl.	381/94	07/11/94	75 WAIG 936

Cl.	480/95	20/07/95	75 WAIG 2581
Cl.	899/96	06/09/96	76 WAIG 4299
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
Cl.	1212/98	27/07/98	78 WAIG 3318
Rates, (2) insert text	609/99	01/08/99	79 WAIG 1847
Cl.	654/00	01/08/00	80 WAIG 3379
Cl.	752/01	01/08/01	81 WAIG 1721
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2306
Cl.	570/04	4/06/04	84 WAIG 1521 & 1823
Cl.	576/05	07/07/05	85 WAIG 2089 & 2523
Cl.	957/05	07/07/06	86 WAIG 1631 & 2048
Cl.	1/07	01/07/07	87 WAIG 1487 & 1936
Cl.	115/07	01/07/08	88 WAIG 773 &1181
Cl.	1/09	01/10/09	89 WAIG 735 & 1599
Cl.	2/10	01/07/10	90 WAIG 568 & 1054
Cl.	2/11	01/07/11	91 WAIG 1008 & 1460
Cl.	2/12	01/07/12	92 WAIG 1238
Cl.	1/13	01/07/13	93 WAIG 909
Cl.	1/14	01/07/14	94 WAIG 1129
Cl.	1/15	01/07/15	95 WAIG 1115
Cl.	1/16	01/07/16	96 WAIG 963
Cl.	1/17	01/07/17	97 WAIG 1028
Cl.	1/18	01/07/18	98 WAIG 263 & 742

9. Contract of Service

Ins. Number, Title and Cl.	826/03	15/09/03	83 WAIG 3354
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10. Hours

(1) Text	995/87	16/2/89	69 WAIG 546
Cl.	1737/89	01/01/90	69 WAIG 3308

11. Overtime

Cl.	1737/89	01/01/90	69 WAIG 3308
(2)	826/03	15/09/03	83 WAIG 3354

12. Meal Money

Ins. Cl.	826/03	15/09/03	83 WAIG 3354
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(13. Holidays and Annual Leave)

13. Public Holidays

Ins. Number, Title and Cl..	826/03	15/09/03	83 WAIG 3354
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14. Annual Leave

Ins. New Number, Title and Cl..	826/03	15/09/03	83 WAIG 3354
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(14. Compassionate Leave)

15. Bereavement Leave

Ins. Number, Title and Cl..	826/03	15/09/03	83 WAIG 3354
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(15. Sick Leave)

16. Sick Leave

Ins. Number, Title and Cl..	826/03	15/09/03	83 WAIG 3354
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(16. Maternity Leave)

17. Parental Leave

Ins. Number, Title and Cl..	826/03	15/09/03	83 WAIG 3354
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(17. Long Service Leave)

18. Long Service Leave

Ins. Number, Title and Cl..	826/03	15/09/03	83 WAIG 3354
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(18. Protective Clothing and Uniforms)

19. Protective Clothing and Uniforms

Ins. Number, Title and Cl.. 826/03 15/09/03 83 WAIG 3354
(19. Right of Entry)

Ins.Text 2053(1)/97 22/11/97 77 WAIG 3138

20. Right of Entry

Ins. Number, Title and Cl.. 826/03 15/09/03 83 WAIG 3354
(20. Records and Inspection of Records)

Ins text.(2) 491/98 16/04/98 78 WAIG 1471

21. Time and Wages Records

Ins. Number, Title and Cl.. 826/03 15/09/03 83 WAIG 3354
(21. Limitation on Unqualified Employees)

22. Limitation on Unqualified Employees

Ins. Number amd Title 826/03 15/09/03 83 WAIG 3354
(22. Part-Time Employees)

23. Part-Time Employees

Ins. Number, Title and Cl.. 826/03 15/09/03 83 WAIG 3354
(23. Casual Employees)

24. Casual Employees

Ins. Number, Title and Cl.. 826/03 15/09/03 83 WAIG 3354
(24. Liberty to Apply)

Delete number title and clause. 826/03 15/09/03 83 WAIG 3354

25. No Reduction

26. Superannuation

Ins. Cl.	315/88	1/11/89	69 WAIG 3333
1(b)	1014/93	09/10/95	75 WAIG 3043
Ins. Text	599/98	30/06/98	78 WAIG 2559
Ins. Cl	826/03	15/09/03	83 WAIG 3354

27. Enterprise Agreements

Ins.Cl.	480/95	20/07/95	75 WAIG 2581
(2)	826/03	15/09/03	83 WAIG 3354

28. Disputes Settlement Procedure

New number, title and cl	826/03	15/09/03	83 WAIG 3354
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29. Redundancy

New number, title and cl	826/03	15/09/03	83 WAIG 3354
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30. Supported Wage System

New number, title and cl	826/03	15/09/03	83 WAIG 3354
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(Appendix - Resolution of Disputes Requirement)

Ins. Appendix	693/96	16/07/96	76 WAIG 2768
(1),(6), Del. (7)	2053/97	22/11/97	77 WAIG 3079
Delete title and clause	826/03	15/09/03	83 WAIG 3354

Schedule A - Named Union Party

Ins. Sch.	791/93	10/06/93	73 WAIG 1940
Sch	329/04	10/05/04	84 WAIG 1371

(Schedule of Respondents)

Del. P.A. & R.C. Cockerill	76/80p81	05/05/92	72 WAIG 1144
Rename	791/93	10/06/93	73 WAIG 1940

Schedule B - Respondents

Delete respondent	76/80 pt 147	29/06/98	78 WAIG 2922
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(Appendix - S.49B - Inspection of Records Requirements)

Ins. Appendix	694/96	16/07/96	76 WAIG 2789
(1) ins. Text	2053/97	22/11/97	77 WAIG 3138
App.	491/98	16/04/98	78 WAIG 1471
Delete title and clause	826/03	15/09/03	83 WAIG 3354