

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* - s. 698 - reprint of award

**DENTAL ASSISTANTS (PRIVATE PRACTICE) AWARD - STATE 2006**

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Dental Assistants (Private Practice) Award - State 2006 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Dental Assistants (Private Practice) Award - State 2006 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**DENTAL ASSISTANTS (PRIVATE PRACTICE) AWARD - STATE 2006**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

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### 1.3 Date of operation

This Award takes effect as from 15 May 2006.

### 1.4 Award coverage

This Award applies to the employees for whom rates of pay and conditions are contained herein and to their employers. This Award does not apply to employees employed by the State of Queensland.

## **1.5 Definitions**

- 1.5.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.5.2 "Casual Employee" means an employee who is engaged as such in accordance with clause 4.3.
- 1.5.3 "Commission" means the Queensland Industrial Relations Commission.
- 1.5.4 "Part-time Employee" means an employee who is engaged as such in accordance with clause 4.2.
- 1.5.5 "Union" means Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.

## **1.6 Parties bound**

This Award is legally binding upon the employers described in clause 1.4, their employees and the Union and its members.

## **1.7 Benefits not to be withdrawn**

Nothing in this Award shall in itself be deemed or construed to reduce the wages of any employee employed at the date of operation of this Award or to withdraw benefits, concessions or privileges being received by such employee at such a date.

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.
- 2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Grievance and dispute settling procedure**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

- 3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This

should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.

- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **PART 4 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Contract of employment**

- 4.1.1 Employees covered by this Award will be advised in writing of their employment category, rate of pay, classification and working hours.

Such written advice will be provided as per the pro-forma letter contained in Schedule 1 to this Award, provided that if the information is provided in a format other than that set out in Schedule 1 it shall not be considered to be a breach of the Award.

- 4.1.2 Any employee not specifically engaged as a casual employee as provided in clause 4.3 shall be deemed to be a full-time or part-time employee.
- 4.1.3 A casual employee who has been engaged by a particular employer on a constant (i.e. regular and systematic) basis for several periods of employment under this Award during a period of 6 months, has the right to elect to have their contract of employment converted to full-time or part-time employment in accordance with Schedule 2 of the Award.

### **4.2 Part-time employment**

#### *4.2.1 Rates of pay*

Part-time employees shall be paid at the rate of 1/38th of the weekly rate of wages prescribed by the appropriate classification per hour, with a minimum payment as for 3 hours on any day when work is performed per week.

#### *4.2.2 Hours of duty*

The hours of duty of part-time employees shall be worked in accordance with a roster under the provisions of clause 6.2. Part-time employees shall not work less than 16 hours nor more than 36 hours in any one week.

#### *4.2.3 Annual leave*

Part-time employees shall be entitled to annual leave in accordance with clause 7.1:

Provided that "full pay" shall be calculated in the same proportion as the average number of hours worked per week during the employee's year of employment bears to 38 hours per week.

#### *4.2.4 Sick leave*

Where a part-time employee has accumulated an entitlement to sick leave in accordance with clause 7.2, payment for

sick leave shall be based upon the number of hours that the employee would otherwise have worked on the day or days when such leave is taken:

Provided that no such employee shall be entitled to sick leave within each year of employment exceeding the proportion of 60.8 hours sick pay that the employee's average weekly working hours bears to 38 hours per week.

#### 4.2.5 *Bereavement leave*

In the case of a part-time employee entitled to bereavement leave as per clause 7.3, payment for such shall be based upon the number of hours that the employee would otherwise have worked on the day or days when such leave is taken.

#### 4.2.6 *Termination*

Termination of service of a part-time employee shall be in accordance with clause 4.5.

A "week's wage" shall be an amount equivalent to the proportion that the employee's average weekly working hours bears to 38 hours per week.

### **4.3 Casual employment**

4.3.1 Casual employees shall not be employed for more than 38 ordinary hours in one week.

4.3.2 Casual employees shall be engaged by the hour for not less than 3 hours for each engagement.

4.3.3 A casual employee shall be paid per hour of engagement, at the rate of 1/38th of the weekly rate, prescribed for the appropriate classification plus a 23% loading for all ordinary time worked to be calculated to the next highest cent wherever a fraction of a cent results.

### **4.4 Incidental and peripheral tasks**

4.4.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skills, competence and training.

4.4.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

4.4.3 Any direction issued by an employer pursuant to clauses 4.4.2 and 4.4.3 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **4.5 Termination of employment**

#### 4.5.1 *Statement of employment*

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

#### 4.5.2 *Termination by employer*

(a) An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in clause 4.5.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice 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 minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in clause 4.5.2 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 4.5.3 *Notice of termination by employee*

The notice of termination required to be given by a full-time or part-time employee shall be one week.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal to one week.

#### 4.5.4 *Time off during notice period*

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 for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

### **4.6 Introduction of changes**

#### 4.6.1 *Employer's duty to notify*

- (a) Where an employer decides to introduce 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, where relevant, their Union or Unions.
- (b) "Significant effects" includes 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 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.

#### 4.6.2 *Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.6.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, 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 an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

### **4.7 Redundancy**

#### 4.7.1 *Consultation before terminations*

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be

done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.

- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.7.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 4.7.2 *Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.7.1 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 under clause 4.5.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### 4.7.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of clause 4.7.3 in the Award transmitted from an employer (transmitter) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmitter of the business, becomes an employee of the transmittee:
  - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
  - (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.7.3, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### 4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, the 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.
- (b) 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.

#### 4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a

written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) "Weeks' Pay" means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.7.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under clause 4.7 had such 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.

#### 4.7.9 *Alternative employment*

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

#### 4.7.10 *Employees with less than one year's service*

Clause 4.7 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.

#### 4.7.11 *Employees exempted*

Clause 4.7 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.7.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.7 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A "company" shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.7.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.7.6 are not applicable where a business is before or after the date of the insertion of clause 4.7.13 into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - (ii) where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.7.14 *Incapacity to pay*

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

### **4.8 Anti-discrimination**

4.8.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as varied from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.8.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.8.3 Under the *Anti-Discrimination Act 1991* 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.

4.8.4 Nothing in clause 4.8 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

## **PART 5 - WAGES AND WAGE RELATED MATTERS**

### **5.1 Classifications and wage rates**

A Dental Assistant works under the direction and supervision of a dentist in all stages of the patient's treatment. Duties will vary according to individual practice requirements but at all times will be subject to the direction of the dentist and in accordance with practice needs and general legislative requirements.

Duties may include preparation of the surgery, preparation of patients for treatment, implementation of infection control procedures and chairside assistance during dental procedures.

A Dental Assistant may also be involved in general administration and reception duties for the practice.

Additionally, more highly trained and experienced dental assistants may be involved in on the job training of other staff in the practice.

Dental Assistants will be classified in accordance with the following levels.

#### *5.1.1 Dental Assistant Level 1*

Means an employee with no prior experience or relevant formal qualification who is undergoing training through direct supervision to gain a basic knowledge of:

- (a) instruments and equipment used in the practice;
- (b) infection control procedures;
- (c) workplace health and safety requirements;
- (d) routine clerical duties;
- (e) interpersonal skills required in a dental practice.

An employee shall not be employed at this level for more than 12 months.

#### *5.1.2 Dental Assistant Level 2*

Means an employee who has undergone training as a dental assistant level 1 for a period of 12 months and who has no relevant formal qualifications at Certificate III level.

An employee at this level shall undergo on the job training to perform, under direct supervision, dental assisting duties beyond that required at level 1. This includes duties described at level 3 but with closer supervision than that provided for at level 3.

#### *5.1.3 Dental Assistant Level 3*

Means an employee who possesses a Certificate III in Dental Assisting acquired under the National Health Training Package or an equivalent qualification which is recognised by Dental Assistants Education Council of Australia or other recognised training authority and who is competent to perform the following range of duties under minimal supervision and direction:

- (a) Dental assisting
  - (i) preparation of the surgery for dental procedures;
  - (ii) performance of the full range of infection control duties with strict adherence to industry standards and protocols, including the appropriate validation documentation;
  - (iii) assisting with the recording and maintenance of patients records;
  - (iv) chair side assisting during all dental procedures including handling of instruments, material, medicaments and oral evacuation procedures;
  - (v) assisting with the care of the patient including assisting in the management of medical and dental

- emergencies;
- (vi) assisting with dental radiography, including developing and mounting radiographs;
- (vii) management of stock including stock rotation;
- (viii) preparation, dispatch and receipt of work to/from the dental laboratory;
- (ix) cleaning and routine maintenance of dental equipment;
- (x) waste disposal in strict adherence to industry standards and protocols or general legislative requirements;
- (xi) assisting with training of other DA's.

(b) Administrative

- (i) reception, preparation and other aspects of patients service in a manner such as to build patient confidence;
- (ii) receiving and recording payments and carrying out other routine administrative/clerical functions associated with the conduct of the practice.

#### 5.1.4 *Dental Assistant Level 4*

Means an employee who possesses:

- (a) a Certificate IV in Dental Assisting acquired under the National Health Training Package or an equivalent qualification which is recognized by Dental Assistants Education Council of Australia or other recognized training authority and is required by the employer to use this qualification in their employment; or
- (b) a Certificate IV in Training and Assessment and is required by the employer to use this qualification in their employment for the training of other employees in the skills at the level of the qualification held, or below, by means of personal instruction and demonstration.

#### 5.1.5 *Practice Managers*

A Practice Manager works as part of the management team under the direction of the practice principal(s) to assist in the overall efficient functioning of the business consistent with the provision of quality oral health care services to patients.

Duties will vary according to individual practice requirements but at all times will be subject to the direction of the dentist and in accordance with practice needs and general legislative requirements.

Duties may involve responsibility for the general coordination of patient care services, the supervision, training and management of other staff, financial management and the development and implementation of practice administrative policies and procedures.

Practice Managers will be classified in accordance with the following levels:

- (a) A Practice Manager Level 1 means an employee who possesses a Certificate III in Dental Assisting or recognized equivalent and who has a minimum of 3 years or equivalent experience, or who possesses a Certificate IV in Dental Assisting or recognized equivalent and who performs the appointed role in a Practice.
- (b) A Practice Manager Level 2 means an employee who possesses a Certificate IV in Dental Assisting or recognized equivalent and a Certificate IV in Dental Practice Management or recognized equivalent and who performs the appointed role in a practice where there are less than 10 staff to be supervised.
- (c) A Practice Manager Level 3 means an employee who possesses a Certificate IV in Dental Assisting or recognized equivalent and a Certificate in Dental Practice Management or recognized equivalent and performs the appointed role in a practice where there are more than 10 staff to be supervised.
- (d) A Dental Assistant who is translated to Practice Manager Level 2 or Level 3 shall be paid at the rate attaching to the relevant level provided that:
  - (i) the Dental Assistant enrolls in a Certificate IV program by September 2006;
  - (ii) the Dental Assistant completes the Certificate IV program by September 2008.

Where a Dental Assistant translated to Practice Manager Level 2 or level 3 does not comply with clauses 5.1.5(d)(i) or (ii) within the stated time frames then the employee's rate of pay will be frozen at the September 2008 rate and no other wage adjustments apply until the employee obtains the

qualification or the Practice Manager Level 1 rate of pay exceeds the employee's frozen rate of pay.

(e) Partial exemption Practice Manager Level 3

- (i) As an alternative to being subject to all award clauses a Practice Manager Level 3, remunerated in excess of the highest award rate, may mutually agree in writing with the employer not to be bound by the conditions of this Award, except for:
- annual leave;
  - long service leave;
  - sick leave;
  - family leave;
  - superannuation;
  - union encouragement;
  - grievance and disputes settling procedure;
  - termination change and redundancy.
- (ii) A copy of the terms of the Agreement shall be given to the employee.
- (iii) The overall terms and conditions of employment agreed under clause 5.1.5 must be not less favourable than the provisions of this Award as a whole and the employee shall not be disadvantaged by the agreement, taking into consideration the Award rate the employee would otherwise have been paid had the employee not entered into such agreement.
- (iv) For any agreement entered into under clause 5.1.5 and, in accordance with section 366(2) of the Act, there will be no requirement for the employer to keep particulars of the employees' starting and finishing times each day.
- (v) If an employee considers that the employee has been disadvantaged by the agreement, this issue must be addressed between the employer and employee in the manner prescribed in clause 3.1. No claim for unpaid wages resulting from clause 5.1.5(d)(i) may be made under the Act until the grievance and dispute settling procedure under this Award has been concluded.
- (vi) If the employee is required to work on a public holiday, the employee is entitled to either, at the employers discretion, time off in lieu of the time worked on the public holiday, to be taken at a mutually agreed time, or extra time (equal to the time actually worked on the public holiday) added to the employee's annual leave entitlement.

5.1.6 *Wage rates*

(a) Adult employees - The minimum weekly wage payable to employees shall be as set out below:

Wage Level	% Relativity	Base Rate \$	Equal Remuneration Component \$	Total Award Rate \$
<b>Dental Assistants</b>				
1	87.4	686.25	8.60	694.85
2	92.4	710.30	8.90	719.20
3	100	748.90	9.40	758.30
4	115	818.70	10.20	828.90
<b>Practice Managers</b>				
1	115	818.70	10.20	828.90
2	125	866.55	10.80	877.35
3	130	889.90	11.10	901.00

(b) Translation to new Classification Levels

Subject to clause 5.1.1 to 5.1.5 inclusive employees shall be paid according to their qualifications, duties and experience.

5.1.7 *Junior rates of pay* - The minimum weekly rate of wages payable to junior employees shall be calculated as follows:

Age	Percentage of appropriate adult rate
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	%
Under 17 years of age	55
Under 18 years of age	65
Under 19 years of age	75
Under 20 years of age	85

#### 5.1.8 *Absorption*

Increases arising from the arbitrated wage increases as set out above shall be absorbable into over award payments (excluding bonuses) regularly paid by an employer.

Absorption shall also apply to the ongoing Equal Remuneration Component set out above. Absorption of wage increases and the Equal Remuneration Component into any Teachers' Union Health Certified Agreement existing at the date of this amendment or any replacement Agreement and any other formal or informal agreements applicable to any other employer shall also be allowed.

5.1.9 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

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

## 5.2 **Payment of wages**

5.2.1 (a) Except upon the termination of employment, all wages including overtime, shall be paid on any day other than Saturday or Sunday in each week.

(b) By agreement between the employer and the employee, wages may be paid either weekly or fortnightly by one of the following means:

(i) cash

(ii) cheque; or

(iii) payment into employee's nominated account without cost to employee;

In the event of a disagreement, the Union and the relevant employer organisation or other representative of the employer may be informed.

(c) To calculate hourly rates from 12 October 2001, the divisor is 38.

## 5.3 **Allowances**

### 5.3.1 *Payment for evening work*

All ordinary work performed between 6.00 p.m. and 9.00 p.m., Monday to Friday, shall be paid for at the applicable hourly rate plus loading of 25% to all employees, including casuals.

### 5.3.2 *Financial assistance to obtain Certificate IV*

The employer shall provide financial assistance to an existing employee where:

(a) the employer in writing requires the dental assistant to obtain a Certificate IV so as to perform the work of a level 4 dental assistant or to be appointed as a practice manager level 2 or level 3;

(b) in the circumstance of clause 5.3.2(a) the employer shall pay the full cost of the course but on the basis of 50% of the cost of the course on commencement with the balance on completion;

(c) the employee will refund to the employer the initial 50% paid if the qualification is not completed unless it is not completed for unforeseen circumstances, e.g. illness, family bereavement other reasons which are no less

compelling. Such reimbursements shall be paid under mutually agreed arrangements between the employee and the employer.

- (d) where a dental assistant commences a Certificate IV qualification in the course of their employment with a particular practice but is not required to use any of the skills in the practice then the employer is not required to pay for the costs of the course unless the employer later decides to utilise those skills. In that case the employer will be required to refund to the employee the cost of the approved course on presentation of proof of payment or other evidence to the satisfaction of the employer. This does not apply where a dental assistant has obtained the Certificate IV, is not required to use it in that employer's employ and then moves to another employer who requires the qualification to be used; and
- (e) an employee cannot be reimbursed more than once for the same Certificate IV qualification.
- (f) Unless an agreement is reached between the employer and employee that the employer will pay the training costs directly to the training provider, the employee will pay for the course and be reimbursed by the employer. Such reimbursement will be made to the employee within 14 days of proof of the initial payment being made by the employee and proof of successful completion of course.

### 5.3.3 *Financial assistance to obtain Certificate III*

The employer shall provide financial assistance to an existing employee to obtain a Certificate III in Dental Assisting, that is a Dental Assistant employed without qualifications is encouraged to obtain a Certificate III or undertake the bridging course for Certificate II to III.

Where the employee undertakes the applicable course under written instruction by the employer, then the employer, in either of the circumstances mentioned above, shall contribute 50% of the approved cost in 2 equal instalments; 25% on commencement and 25% on completion, subject to satisfactory proof of completion of the Certificate III qualification.

Should an employee not complete the course without good reason, i.e. illness, family bereavement other reasons which are no less compelling and allowing for reasonable extensions, not exceeding 52 weeks, then the employee will be required to reimburse the employer for the first instalment.

Unless an agreement is reached between the employer and employee that the employer will pay the training costs directly to the training provider, the employee will pay for the course and be reimbursed by the employer. Such reimbursement will be made to the employee within 14 days of proof of the initial payment being made by the employee and proof of successful completion of course.

### 5.3.4 *Additional skills development*

- (a) Where, as a result of consultation with the employee concerned, it is agreed in writing that the additional skills development should be undertaken by an employee, then it may be undertaken either on or off the job. If undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
- (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress if relevant.
- (c) Travel costs incurred by an employee undertaking training in accordance with clause 5.3.4(a) which exceed those normally incurred travelling to and from work shall be reimbursed by the employer.
- (d) Clause 5.3.4 does not apply to Certificate III or IV or Certificate II bridging to Certificate III studies.

### 5.3.5 *Car allowance*

Any employee who is required to use their own vehicle for work related purposes shall be paid an allowance as follows:

Engine capacity		Cents per kilometre
Ordinary car	Rotary engine car	
1600cc (1.6 litre) or less	800cc (0.8 litre) or less	51.0
1601cc-2600cc (1.601 litre - 2.6 litre)	801cc-1300cc (0.801 litre - 1.3 litre)	61.0

2601cc (2.601 litre) and over	1301cc (1.301 litre) and over	62.0
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#### 5.4 Occupational superannuation

5.4.1 The superannuation provisions for all employees covered by this Award are in accordance with the Declaration of a General Ruling handed down by the Full Bench of the Commission and contained in the *Queensland Government Industrial Gazette* of 28 March 1987, Vol CXXIV No 55.

5.4.2 For each employee, the employer will contribute a sum in accordance with the provisions of the Superannuation Guarantee Charge. This sum is to be paid to an approved superannuation scheme, retrospective to the date of the employee's appointment.

5.4.3 Contributions will be made into one of the following Funds:

- (a) H.E.S.T.A.;
- (b) Sunsuper; or
- (c) MAP.

#### 5.5 Divisions and districts

For the purpose of this Award, the Divisions and Districts are as follows:

##### 5.5.1 Divisions

Northern Division: That portion of the State along or north of a line commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees 30 minutes of south latitude; then by that parallel of latitude due west to the western border of the State.

Mackay Division: That portion of the State within the following boundaries - commencing at the junction of the sea-coast with the 21st parallel of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due south to 22 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then northerly to the point of commencement.

Southern Division: That portion of the State not included in the Northern or Mackay Divisions.

##### 5.5.2 Districts

###### (a) Northern Division

Eastern District: That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District: The remainder of the Northern Division.

###### (b) Southern Division

Eastern District: That portion of the Southern Division along or east of a line commencing at the junction of the Southern border of the State with 150 degrees of east longitude; then by that meridian of longitude due north to 25 degrees of south latitude; then by that parallel of latitude due west to 147 degrees of east longitude; then by that meridian of longitude due north to the southern boundary of the Mackay Division.

Western District: The remainder of the Southern Division.

##### 5.5.3 Divisional and District parities

In addition to the rates of wage set out in this Award for the Southern Division, Eastern District, the following amounts shall be paid to employees to whom this Award applies employed in the Divisions and Districts referred to hereunder:

	Adults 21 years of age and over per week	Juniors under 21 years of age per week
Northern Division, Eastern District	\$ 1.05	\$ 0.53

Northern Division, Western District	3.25	1.63
Mackay Division,	0.90	0.45
Southern Division, Western District	1.05	0.53

## **PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

### **6.1 Hours of work**

6.1.1 Ordinary hours of work will be on the basis of an average of 38 hours per week to be worked on one of the following bases with a maximum of 10 ordinary hours (as agreed as per clause 6.1.3) on any one day.

6.1.2 Ordinary hours of work are:

- (a) 38 hours within a work cycle not exceeding 7 consecutive days; or
- (b) 76 hours within a work cycle not exceeding 14 consecutive days; or
- (c) 114 hours within a work cycle not exceeding 21 consecutive days;
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

6.1.3 Ordinary hours of work shall be between 7:30 a.m. to 9:00 p.m. Mondays to Fridays inclusive and between 7:30 a.m. and 4:30 p.m. on Saturdays. The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any one day, the arrangement of hours shall be subject to the agreement of the employer and the employee or the majority of employees involved.

6.1.4 The ordinary hours may be worked on a maximum of 5 consecutive days, Monday to Saturday inclusive:

Provided that ordinary time worked on a Saturday shall be paid in accordance with clause 6.6.

6.1.5 Employees are required to observe the nominated starting and ceasing times for the working day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

6.1.6 The 38 hour week will be implemented on one of the following bases most suitable to the employer after consulting with employees and giving every consideration to their wishes:

- (a) (i) by employees working less than 8 ordinary hours each day; or
- (ii) by employees working less than 8 ordinary hours on one or more days each work cycle; or
- (iii) by fixing one or more work days on which all employees will be off during a particular work cycle; or
- (iv) by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

(b) Accrued days off shall be allowed as part of the 38 hour week:

- (i) Notwithstanding any other provisions, where the arrangement of ordinary hours of work provides for a rostered day off, the employer and the employees involved may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 6 calendar months of the date on which each rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
- (ii) When the ordinary work cycle provides for a rostered day off, the rostered day off shall not fall on a public holiday, but shall be on the ordinary working day immediately before or immediately after the public holiday, or deferred in accordance with clause 6.1.6(b)(i).
- (iii) Different methods of implementation of the 38 hour week may apply to individual employees.

6.1.7 A process for practice level discussions will be established, namely:

- (a) The employer and all employees concerned in each practice shall consult over the most appropriate means of implementing and working a 38 hour week.

- (b) The objective of such consultation shall be to reach agreement on the method of implementing and working the 38 hour week.
- (c) The outcome of such consultation shall be recorded in writing.
- (d) In cases where agreement cannot be reached as a result of consultation between the parties, either party may request the assistance or advice of the Union/ADAQ as appropriate.
- (e) Notwithstanding the consultative procedures outlined above, and notwithstanding any lack of agreement by employees, the employer shall have the right to make the final determination as to the method by which the 38 hour week is implemented or worked from time to time.
- (f) After implementation of the 38 hour week, upon giving 7 days' notice, the method of working the 38 hour week may be altered, from time to time, following negotiations between the employer and the employees concerned, utilising the foregoing provisions of clause 6.1.7, including clause 6.1.7(e).

#### 6.1.8 *Method of payment for ordinary hours of work and on termination*

- (a) Ordinary hours for all employees (excluding part-time employees and casuals), shall be paid on the basis of not more than 38 per week on an average basis according to the work cycle, notwithstanding that in excess of 38 ordinary hours may be worked to maximise leisure time off in accordance with the provisions of clauses 6.1.1, 6.1.3 and 6.1.6(b)(i).
- (b) Accrued rostered time off not taken at the time of termination or dismissal shall be paid out at ordinary rates of pay.

## 6.2 Rosters

Each employee shall work their ordinary working hours in accordance with a roster. Each employee shall receive at least 7 days' prior notice of their rostered hours and such rostered hours shall not be changed except upon the giving of 7 days' notice. In emergency circumstances, rostered hours may be changed by mutual agreement between the employer and the employee concerned.

## 6.3 Overtime

- 6.3.1 Except as hereinafter provided, all work performed by employees in excess or outside of the ordinary hours of work prescribed by clause 6.1, or outside of an employee's usual fixed commencing and ceasing times, on any one day, shall be deemed to be overtime and shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter.
- 6.3.2 All work performed on a Sunday shall be paid for at the rate of double time and all overtime worked on a Saturday or Sunday shall be paid for with a minimum payment as for 2 hours' work.
- 6.3.3 In lieu of actual payment, an employer and an employee may agree to substitute payment by time in lieu, equivalent to the actual penalty rate (including minimums) applicable to the overtime worked but not exceeding more than 16 ordinary hours in any 7 day cycle. Such agreement shall be recorded in writing and may be withdrawn by either party at anytime. If an employee resigns without having taken such time then payment at the actual overtime rate shall be made. Time in lieu shall be taken within 6 months of being worked or if not taken, paid out.
- 6.3.4 All employees required to work overtime for more than one and a-half hours shall be paid \$9.60 meal allowance after the first hour so worked. In case of emergency, where employees are unable to leave their work to procure a meal, the same shall be provided by the employer.

## 6.4 Meal breaks

- 6.4.1 No employee shall be required or permitted to work for more than 5 hours continuously, excluding a rest pause, without an unpaid meal break of not less than 30 minutes, nor more than one hour:

Provided that such meal break shall be given and taken not earlier than after 3.5 hours' work and before the completion of 5.5 ordinary rostered hours:

Provided that where the employer and employees agree, and the Union consents in writing, not less than 30 minutes shall be allowed for the mid-day meal break.

6.4.2 If the meal period is worked, it shall be deemed to be overtime and paid for at the rate of double time and such double time payment shall continue until such time as the employee finishes work or is allowed a half-hour meal break for which no deduction of pay shall be made.

## **6.5 Rest pauses**

6.5.1 (a) Weekly employees shall receive a rest pause of 10 minutes' duration in the first half and the second half of each day worked.

(b) Casual and part-time employees who work a minimum of 4 consecutive ordinary hours, but less than 8 consecutive ordinary hours on any one day, shall receive a rest pause of 10 minutes' duration. Employees who work a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day, shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period of work.

6.5.2 Rest pauses shall be taken in the employer's time.

6.5.3 Rest pauses shall be taken at times to suit the convenience of the employer and so as not to interfere with the continuity of work where continuity is necessary.

6.5.4 Notwithstanding the provisions of clause 6.5.1, where the employer and the employee agree, rest pauses may be combined so that the employee has one rest pause of 20 minutes' duration.

## **6.6 Saturday rates**

Payment at the rate of time and a-half shall be made for all employees other than casuals for work within the ordinary spread of hours which may be required to be performed on Saturday.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Annual leave**

7.1.1 Every employee other than a casual employee covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay as follows:

(a) If employed throughout such year of employment on permanent night work (non-rotating) over a period of 7 days per week, or if employed on shift work where more than one shift per day is worked over a period of 7 days, not less than 5 weeks;

(b) If employed other than on work described above, not less than 4 weeks.

7.1.2 Such annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and shall be paid for by the employer in advance:

(a) in the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of prescribed ordinary rate of wages, at that excess rate; and

(b) in every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.

7.1.3 If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due such employee, that employee's pay, calculated in accordance with clause 7.1.6, for the leave period prescribed above and also the employee's ordinary pay for any public holiday occurring during such prescribed period.

7.1.4 If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to that employee, an amount equal to 1/9th of such employee's pay for the period of employment if that employee is an employee to whom clause 7.1.1(a) applies, and 1/12th of that employee's pay for the period of employment if such employee is an employee to whom clause 7.1.1(b) applies, calculated in accordance with clause 7.1.6.

7.1.5 Except as hereinbefore provided, it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.1.6 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift workers - Subject to clause 7.1.6(c), the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) Supervisory employees - Subject to clause 7.1.6(c), supervisory allowances and other payments of a like nature, payable for ordinary time worked, shall be included in the wages to be paid to employees during annual leave.
- (c) All employees - Subject to the provisions of clause 7.1.6(d), in no case shall the payment by an employer to an employee be less than the sum of the following amounts:
  - (i) the employee's ordinary wage rate as prescribed by this Award for the annual leave period (excluding shift premiums and weekend penalty rates);
  - (ii) supervisory allowance or payments of a like nature;
  - (iii) in the case of shift workers, a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.6(c)(i) and 7.1.6(c)(ii); and
  - (iv) in the case of all other employees, a further amount calculated at the rate of 17.5% of the amounts referred to in clauses 7.1.6(c)(i) and 7.1.6(c)(ii).
- (d) The provisions of clause 7.1.6(c) shall not apply to the following:
  - (i) any period or periods of annual leave exceeding:
    - (A) 5 weeks per annum in the case of employees employed on work where the provisions of clause 7.1.1(a) apply;
    - (B) 4 weeks per annum in any other case.
  - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment, which is not less favourable to employees.

## **7.2 Sick leave**

### *7.2.1 Entitlement*

- (a) Every employee, except casuals and school-based apprentices and trainees, is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer:
 

Provided that part-time employees accrue sick leave on a proportional basis.
- (b) As regards any period of employment of less than one year with an employer, an employee shall be entitled to 7.6 hours sick leave for each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the number of hours which would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

### *7.2.2 Employee must give notice*

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

### *7.2.3 Evidence supporting a claim*

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

#### 7.2.4 *Accumulated sick leave*

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer; or
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

#### 7.2.5 *Workers' compensation*

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

### 7.3 **Bereavement leave**

7.3.1 All employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

#### 7.3.3 *Unpaid leave*

An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

### 7.4 **Long service leave**

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

### 7.5 **Family leave**

Employees the subject of this Award shall be entitled to Family Leave in accordance with the provisions of the Family Leave Award 2003 as amended from time to time.

A true copy of the Family Leave Award 2003 shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by the employees.

### 7.6 **Public holidays**

7.6.1 All work done by any employee on:

- 1 January;
- 26 January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- 25 April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

### 7.6.2 *Labour Day*

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked by the employee at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours.

### 7.6.3 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

### 7.6.4 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half day's wages in addition to the prescribed weekly rate or *pro rata* if there is more or less than a day.

7.6.5 Where a weekly or part-time employee is not required to work on a public holiday, such employee should be paid for such holiday the ordinary hours the employee would normally have worked on such day if that day had not been a holiday, and should not be required to work additional hours on any of the remaining days of that week without payment of overtime rates.

7.6.6 Should any of the holidays mentioned in clause 7.6 fall on an employee's day off, such employee shall receive another day off in lieu thereof, or have one day added to such employee's annual leave, or alternatively, be paid one days' wage in addition to the weekly wage in the week in which the holiday occurred.

## **7.7 Use of sick leave for caring purposes**

7.7.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use up to 5 days per annum sick leave entitlement for absences to provide care and support for such persons when they are ill.

7.7.2 The employee shall, if required by the employer, establish by production of a medical certificate and/or statutory declaration that the person concerned is ill and that the illness is such as to require care by another.

7.7.3 In normal circumstances, an employee shall not take carer's leave where another person has taken leave to care for the same person.

7.7.4 Carer's leave may be taken for part of a single day.

7.7.5 The entitlement to use sick leave in accordance with clause 7.7 is subject to:

(a) The employee being responsible for the care of the person concerned;

(b) The person concerned being either:

(i) a member of the employee's immediate family; or

(ii) a member of the employee's household.

(c) The term "immediate family" includes:

(i) a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the employee; and

(ii) an adult child (including an adopted child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.7.6 The employee shall, where practicable (give the employer):

(a) Notice prior to the absence of the intention to take leave;

- (b) The name of the person requiring care and their relationship to the employee;
- (c) The reasons for taking such leave; and
- (d) 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 reasonable opportunity.

7.7.7 An employee who may use sick leave as carer's leave may take unpaid carer's leave if the employer agrees.

7.7.8 A long-term casual employee may take additional unpaid carer's leave if the employer agrees.

7.7.9 Upon application by an employee, the Commission may issue orders in accordance with clause 7.7 for the purpose of providing care and support when the primary care giver is ill and unable to provide care and support for the person concerned. Application for orders may only be made after the parties have genuinely attempted to resolve the matter in accordance with the grievance and dispute settling procedure clause in the relevant parent Award.

## **7.8 Unpaid leave for caring purposes**

An employee may elect with the consent of the employer, to take unpaid leave.

### **7.9 Annual leave for caring purposes**

7.9.1 An employee may elect, with the consent of the employer, to take annual leave not exceeding 5 days in any calendar year at a time or times agreed between the parties which may be taken in single day periods or parts thereof in any calendar year at a time or times agreed between the parties.

7.9.2 Access to annual leave, as prescribed in clause 7.9.1, shall be exclusive of any shutdown period provided for elsewhere under the parent Award.

7.9.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

### **7.10 Time off in lieu of payment for overtime**

7.10.1 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 to discharge a responsibility to care for or support a person within clause 7.7.5 whether sick or not.

7.10.2 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.

7.10.3 An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime in the parent Award, for any overtime worked under clause 7.10.1 where such time has not been taken within 4 weeks of accrual and requested by the employee.

### **7.11 Make-up time**

7.11.1 An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours for caring purposes and works those hours at a later time, during the spread of ordinary hours provided in the parent Award, at ordinary rates.

7.11.2 An employee on shift work may elect, with the consent of their employer, to work make-up time under which the employee takes time off ordinary hours for caring purposes and works those hours at a later time, at the shift rate which would have been applicable to the hours taken off.

### **7.12 Jury service**

(a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

(b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service

will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**

No provisions inserted in this Award relevant to this Part.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Commitment to training and careers**

The parties acknowledge that varying degrees of training are provided to employees in the industry, both via internal, on-the-job and through external training providers.

The parties commit themselves to continuing such training as is regarded by them as appropriate and improving training in cases where this is required.

It is agreed that the parties will co-operate in ensuring that appropriate training is available for all employees in the industry and the parties agree to co-operate in encouraging both employers and employees to avail themselves of the benefit to both from such training.

The parties agree to continue discussions on issues raised by the Union relating to training.

## **PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

### **10.1 Uniforms**

10.1.1 An allowance of \$9.00 per week shall be paid to an employee who is required to supply and launder their own uniforms. If an employee is only required to launder uniforms supplied by the employer, then an allowance of \$3.00 per week shall be paid.

10.1.2 Such allowances shall be paid on a *pro rata* basis to part-time and casual employees based on the number of ordinary hours worked in any week.

10.1.3 No employee shall be required to take home and launder surgical (clinic) gowns or other personal protective equipment.

### **10.2 First aid allowance**

Where an employer appoints an employee in writing who holds an appropriate first aid certificate as first aid officer, an additional \$13.20 per week in which an employee works 3 days or more shall be paid to such employee.

Part-timers and casual employees shall be paid on a *pro rata* basis.

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **Preamble**

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

## **11.1 Right of entry**

### *11.1.1 Authorised industrial officer*

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

### *11.1.2 Entry procedure*

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
  - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
  - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

### *11.1.3 Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
  - (i) is ineligible to become a member of the Union; or
  - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
  - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

### *11.1.4 Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

### *11.1.5 Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

## **11.2 Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

### **11.3 Availability of Award**

A true copy of this Award shall be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily ready by the employees.

### **11.4 Union encouragement**

#### *11.4.1 Union encouragement*

Clause 11.4 gives effect to s. 110 of the *Act* in its entirety. Consistent with s. 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by the employee.

The document provided by the employer shall also identify the existence of a union encouragement clause in this Award.

#### *11.4.2 Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited union

delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited union delegates and/or job representatives in the reasonable and responsible performance of their duties.

#### 11.4.3 *Deduction of Union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

### **11.5 Trade Union training leave**

11.5.1 Upon written application by an employee, or the Union on behalf of the employee, to an employer and giving to the employer at least 2 months' notice, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay, each calendar year, to attend courses and/or seminars conducted by the Union.

For the purposes of clause 11.5.1, ordinary pay means at the ordinary weekly rate paid to the employee exclusive of any disability allowances and in the case of a casual employee, shall mean the ordinary hourly rate.

11.5.2 The granting of such leave is subject to the following conditions:

- (a) An employee must have at least 12 months' service with an employer prior to such leave being granted.
- (b) Clause 11.5.2 shall not apply to an employer with less than 5 employees, including casuals, bound by this Award.
- (c) The maximum number of employees of one and the same employer attending a course or seminar at the same time will be as follows:
  - (i) Where the employer employs between 5 and 49 employees: one
  - (ii) Where the employer employs between 50 and 99 employees: 2
  - (iii) Where the employer employs 100 or more employees: 3
- (d) Where an employer has more than one place of employment in Queensland, then the maximum number of employees entitled to attend a course at the same time shall be 2. This shall not prevent an employer from agreeing to release additional employees.
- (e) In any one calendar year:
  - (i) the maximum number of employees of any one employer entitled to attend accredited courses shall be 4; and
  - (ii) the maximum number of days for which an employer will be required to make payment to employees for such leave shall be 10.
- (f) The taking of such leave shall be arranged so as to minimise any adverse affect on the employer's operation. Where an employer approaches the Union and demonstrates genuine difficulties with respect to the release of a particular employee at a particular time (including where the employer may have previously advised of its ability to release such employee) the Union will not unnecessarily press its request for the release of that employee at that time. If the matter is not amicably resolved, it shall be processed in accordance with the grievance and dispute settling procedure in clause 3.1.
- (g) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations, industrial efficiency and workplace issues within the employer's operations.
- (h) In granting such paid leave the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- (i) Leave granted to attend courses will not incur additional payment if such course coincides with an employee's rostered day off.
- (j) The taking of such leave will not affect other leave granted to employees under this Award, nor shall it adversely affect the employee's service for the calculation of leave entitlements.

**SCHEDULE 1**

Schedule 1 to the Dental Assistants (Private Practice) Award - State 2006 provides a pro-forma letter which complies with the requirements of clause 4.1 of the Award. A letter in this form must be provided to all employees, upon engagement. The employer must complete the details required and sign the letter. The letter should be provided on the employer's letterhead. The provision of information to new employees as required by clause 4.1 in a form other than that provided here shall not constitute a breach of the Award.

Employee Name: \_\_\_\_\_

You have been engaged in accordance with the terms and conditions of the Dental Assistants (Private Practice) Award - State. Clause 11.4 of the Award encourages you to join and maintain financial membership of the Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees.

**EMPLOYER DETAILS**

Employer's Name	
Employer's Address	

**NATURE OF EMPLOYMENT**

Full-time, part-time or casual? (please circle)	Full-time	Part-time	Casual
Will the employee be engaged to perform work on hire to other persons or companies or is the employee regularly engaged to perform work on hire to other persons or companies?	<b>YES or NO</b>		
What job is the employee to perform? (e.g. Cleaner, Building Service Employee)			
At what classification level is the employee engaged or is likely to be engaged? (e.g. Grade 1, Grade 2 etc.)			
Does a Certified Agreement apply at the workplace?	<b>YES or NO</b> If yes, what is the name of the agreement?		

**CONDITIONS OF EMPLOYMENT**

What are the likely number and likely pattern of hours required? (e.g. 24 hours per week with 8 hours on Monday, Tuesday and Wednesday) (subject to change in accordance with the Award)	
What are the hours to be worked? (subject to change in accordance with the Award)	
What days of the week will be worked? (subject to change in accordance with the Award)	
What are commencing and ceasing times? (subject to change in accordance with the Award)	
<b>A.</b> What is the base permanent rate of pay (including any overaward payment if applicable)?	<b>A</b> = \$..... per hour
<b>B.</b> (For casual employees) What is the amount of casual loading to be paid? (B = 23% of A)	<b>B</b> = 23% of <b>A</b> = \$..... per hour
<b>C.</b> What is the total casual rate? (A + B = C)	<b>C</b> = <b>A</b> + <b>B</b> = \$..... per hour
Your engagement as a casual employee could be terminated for any one or all of the following reasons.	Project finishes, Shortage of Work, Unsatisfactory Performance/Conduct, Conversion to permanent

<p>Provided that nothing may prevent your employment being terminated for a reason that is not listed here.</p>	<p>Employment</p> <p>Any other reason - List Below</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>If you are a casual employee you will be provided as much notice as possible if your employment is terminated provided that your employment may be terminated with the provision of one hours notice or pay in lieu.</p>	

Signed: \_\_\_\_\_ Position: \_\_\_\_\_

Date:

**SCHEDULE 2**

*Conversion to permanent*

- (a) A casual employee, who has been engaged by a particular employer on a constant (i.e. regular and systematic) basis and for several periods of employment under this Award during a period of 6 months will thereafter have the right to elect to have their contract of employment converted to full-time employment or part-time employment if the employment is to continue beyond the conversion process.
- (b) Every employer of such an employee will give the employee notice in writing of the provisions of this clause within 4 weeks of the employee having attained such period of 6 months.
- (c) The employee retains their right of election under this clause if the employer fails to comply with this paragraph.
- (d) Any such casual employee who does not within 4 weeks of receiving written notice elect to convert their contract of employment to a full-time employment or a part-time employment will be deemed to have elected against any such conversion.
- (e) Any casual employee who has a right to elect under Schedule 2, upon receiving notice under Schedule 2 or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to the employer that the employee seeks to elect to convert their contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice the employer will consent to or refuse the election but will not unreasonably so refuse. Any dispute about a refusal of an election to convert a contract of employment will be dealt with as far as practicable with expedition through the grievance procedure.
- (f) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (g) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment the employer and employee in accordance with this clause will discuss and agree upon:
  - (i) which form of employment the employee will convert to, that is, full-time or part-time; and
  - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 4.2:

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed upon between the employer and employee.

Following such agreement being reached, the employee will convert to full-time or part-time employment.

Where, in accordance with Schedule 2 an employer refuses an election to convert, the reasons for doing so will be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.

Any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment will be dealt with as far as practicable with expedition through the grievance

procedure.

An employee must not be engaged and re-engaged to avoid any obligation under this Award.

Dated twenty-ninth of June, 2006

By the Commission,  
[L.S.] G.D SAVILL,  
Industrial Registrar.

Operative Date: 15 May 2006

Government Printer, Queensland

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