

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/151

**TITLE:** Australian Health Management Group (Dental and Eyecare Centres) Enterprise Agreement

**I.R.C. NO:** 2002/977

**DATE APPROVED/COMMENCEMENT:** 21 March 2002

**TERM:** 21 March 2005

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA00/158

**GAZETTAL REFERENCE:** 10 May 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 35

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** It applies to Government Employees Health Fund and its employees directly managed from the fund's Haymarket, Parramatta and Wagga Wagga offices.

**PARTIES:** Australian Health Management Group Ltd -&- Jenny Abreu, Brooke Adam, Jean Adam, Michael Ahern, Elizabeth Czettler, Estelle Ford, Louise Ford, Anne Green, Gabrielle Merrigan, Steven Stratis



**AUSTRALIAN HEALTH MANAGEMENT GROUP  
LIMITED  
ACN 003 683 298**

**DENTAL AND EYECARE CENTRES**

**ENTERPRISE AGREEMENT**

**2001 - 2004**



Enterprise Agreement No.

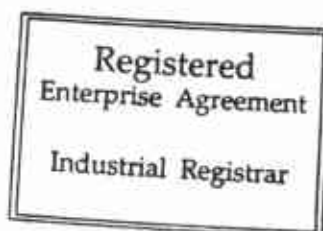
Australian Health Management Group Limited  
(A.C.N. 003 683 298)

and

The Staff employed at one or other of the Group's Dental and Eyecare Centres situated at:

- 6<sup>th</sup> Floor, 8 Quay Street Haymarket, NSW, 2000
- 23-27 Macquarie Street, Parramatta, NSW, 2150
- 41 Tompson Street, Wagga Wagga, NSW, 2650

Filed with the Industrial Registrar the                      day of  
2001.



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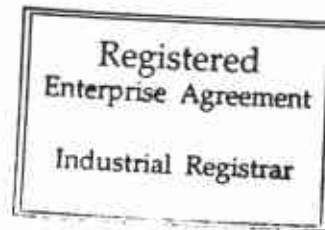
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**ENTERPRISE AGREEMENT**

**BETWEEN**

**AUSTRALIAN HEALTH MANAGEMENT GROUP LIMITED**

**(A.C.N. 003 683 298)**

**AND**

**THE EMPLOYEES OF THE GROUP'S DENTAL AND EYECARE CENTRES**

**1. PARTIES TO THE AGREEMENT**

An **ENTERPRISE AGREEMENT**, made in pursuance of the New South Wales Industrial Relations Act 1991 ("the Act") as amended, in accordance with the provisions of Chapter 2, Part 3, Division 2 (sections 115 - 150) of the said Act, between Australian Health Management Group Limited (A.C.N. 003 683 298) of 10 Richardson Street Wollongong, New South Wales ("the Group") of the one part and the employees of the Group's Dental and Eyecare Centres situated at 6<sup>th</sup> Floor, 8 Quay Street Haymarket, 23-27 Macquarie Street Parramatta and 41 Tompson Street Wagga Wagga ("the Employees") of the other part.

**Now it is hereby agreed by the parties as follows:**

**2. TITLE**

The Enterprise Agreement shall be known as the **Australian Health Management Group (Dental and Eyecare Centres) Enterprise Agreement**.

**3. INTENTION**

The purpose of this agreement is to regulate the terms and conditions of employment previously regulated by Government Employees Health Fund (Dental and Optical Centres) Enterprise Agreement dated 1999 filed in accordance with the provisions of the Industrial Relations Act 1991 and any one of:

- (a) Individual letter of appointment, except as indicated in Clause 10.1.
- (b) The Dental Assistant & Secretaries (State) Award
- (c) The Dental Technicians (State) Award
- (d) The Clerks (State) Award
- (e) The Mechanical Opticians (State) Award



This Agreement covers all employees working at the Australian Health Management Group Limited Dental & Eyecare Centres.

#### **4. INCIDENCE**

- 4.1 This agreement shall operate in conjunction with The Dental Assistants & Secretaries (State) Award; The Dental Technicians (State) Award; The Clerks (State) Award; The Mechanical Opticians (State) Award and shall apply to Australian Health Management Group Limited and its employees directly managed from the Group's Haymarket, Parramatta and Wagga Wagga offices.
- 4.2 Apart from clauses specified in this agreement, all other clauses of The Dental Assistants & Secretaries (State) Award; The Dental Technicians (State) Award; The Clerks (State) Award; The Mechanical Opticians (State) Award will apply. Where there is any inconsistency, this agreement shall prevail to the extent of the inconsistency.

#### **5. DURESS**

This agreement was not entered into under duress by any party to it.

#### **6. TERM**

This agreement shall operate from its date of registration and shall remain in force for a period of three (3) years unless varied or terminated earlier by the provisions provided by the Act.

#### **7. THE AIMS AND OBJECTIVES OF THE ENTERPRISE AGREEMENT**

*These reflect the Group's Employee Relations philosophy. They emphasise the fact that the Group and its employees need to work together to achieve a Win/Win outcome — an outcome whereby both the Group and its employees are better off.*

- 7.1 The Group as a registered health benefits organisation has a mission to "Satisfy members' needs for ongoing good health and sympathetic financial support". The Group is committed to maintaining and developing a sound workplace relationship with its employees by:
- (a) fostering an open and trusting climate,
  - (b) ensuring the prosperity of the Group so as to protect jobs and create new job opportunities,
  - (c) open communication, and employee participation and involvement by way of teamwork, regular balanced scorecard updates, and the EQUiP Accreditation Program,

- (d) fostering an educated, skilled, aware, group of people whose competency & merit is recognised,
- (e) a commitment to excellent service and quality of care - by meeting the expectations of our members through a process of continuously improving quality and productivity, reducing costs and enhancing service, by achieving Best Practice, measurable through our Benchmarking systems.

The Group and its Employees recognise that the services rendered by the Dental & Eyecare Centres represent an important part of members' benefits and perception of value, providing opportunity to maintain a viable, productive and enduring enterprise offering secure employment and worthwhile careers for employees.

7.2 The objectives of this Agreement are:

- (a) through the effective and efficient application of employee resources and technology, maintain a viable and enduring enterprise for the benefits of employees and members;
- (b) to continually enhance :-
  - the quality of care and service to members, and
  - access by members to these services;
- (c) to develop employees to provide them with the skills needed to enable the Group to satisfy members' needs, by way of ongoing training and personal development programs.

7.3 The Group and its Employees acknowledge that an essential factor in achieving these objectives is the development and maintenance of harmonious and productive working relationships between all employees, management and the Group so as to ensure that employees are committed to their jobs and the success of the enterprise. The parties agree that the achievement of such working relations and commitments require:

- (a) that employees be involved in the making of decisions which affect them through teamwork & open communication,
- (b) that employees have the opportunity to achieve their full potential within the context of the enterprise,
- (c) that employees, as well as members, benefit from the success of their efforts,
- (d) the willingness of employees to accept total flexibility of jobs and duties across the Group, subject only to statutory requirements and individual skills or abilities to perform particular tasks,





- (e) the willingness of employees to avoid any action which might disrupt the continuity of production or reduce the effectiveness of the Dental & Eyecare Centres or the Group.

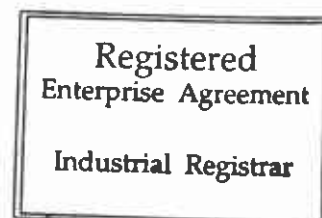
7.4 To ensure the meeting of the objectives of the Agreement the parties agree that the following measures form an integral part of the Group's operations:

- (a) at all times terms and conditions of employment will be based upon the specific needs of the enterprise whilst ensuring that all employees enjoy equivalent conditions of service,
- (b) the Group and its employees will constantly seek improvements in safety, care delivery, methods of production, work organisation, quality and any other areas which will enhance the effectiveness of the Group's operations,
- (c) the avoidance of any action, which disrupts or impedes production by the prompt resolution of employee concerns through effective communication and the agreed processes of consultation and grievance handling,
- (d) the training and development of employees to provide opportunity where possible to achieve their potential within the enterprise and meet the changing needs of the enterprise,
- (e) the undertaking of work in a flexible and efficient manner,
- (f) ensuring that working relationships between employees are developed to promote mutual trust, open communication of relevant information and ideas and co-operation generally,
- (g) the maintenance of standards of conduct and attendance necessary to ensure safe and efficient operation,
- (h) the implementation of competency and responsibility based systems of remuneration which give encouragement to employees to improve their skills, abilities and performance in line with the operational need of the enterprise,
- (i) to ensure that differences in conditions of employment between employees are minimised.



## **8. DEFINITIONS**

- 8.1 "Casual Employee"** shall mean a person appointed from outside the service of the Group on hourly hiring for irregular work shifts. Such an employee shall be paid at an hourly rate of one thirty-eighth of the weekly salary prescribed by this Agreement for the class of work which they perform, plus a loading of :-
- (a) twenty (20) percent where covered by the Dental Assistants and Secretaries (State) Award or the Clerk's (State) Award, and an additional loading of one twelfth for the purposes of calculating annual holidays under the Annual Holidays Act 1944; or
- (b) fifteen (15) percent in all other instances.
- Other conditions of employment in this Agreement do not apply to casual employees.
- 8.2 "Certificate of Proficiency"** shall mean a Certificate recognised by the Dental Assistants Education Council of Australia.
- 8.3 "Consultative Committee"** shall mean the joint committee comprising the Staff Committee and representatives of the Group Management Committee.
- 8.4 "Discharge"** shall mean the termination of employment as a consequence of retrenchment, re-organisation or shortage of work, or other reasons for which the employee was not responsible.
- 8.5 "Dismissal"** shall mean the termination of employment with the Group because of the employee's neglect of duties, misconduct, unsuitability, excessive absence from work or any other reason for which the employee is responsible.
- 8.6 "Packaged Employee"** shall mean an employee who is offered and accepts to receive his/her salary in cash and non-cash payments in accordance with the Group's flexible remuneration packaging policy.
- 8.7 "Part Time Employee"** shall mean an employee performing duties for a regular and fixed, but lesser number than thirty eight (38) ordinary working hours per week.
- 8.8 "Probationary period of employment"** shall mean a minimum three (3) month period of employment all employees serve before being permanently appointed. This period may be extended on occasions where considered necessary by the Group General Manager.
- 8.9 "Resignation"** shall mean the termination of employment by an employee voluntarily leaving the service of the Group.
- 8.10 "Staff Committee"** shall mean the committee duly elected in terms of Sections 135-142 of the Industrial Relations Act 1991.



## **9. HOURS OF WORK**

### ***Precis***

*The intention of this clause is to ensure that the employee and the employer are provided with the benefits that accrue from flexible working arrangements. It is not the intention that normal working hours be changed without agreement, nor that the employer or employee can manipulate these arrangements to their unfair advantage. At any stage of discussion either the employee(s) or the employer may seek assistance from the Consultative Committee, which will be kept up to date on all variations to hours of work.*

- 9.1 The ordinary hours of work for employees shall be 38 hours per week. Commencing and finishing times to be agreed upon by the employer and the employee(s) concerned. The ordinary working week shall be worked between :-
- (a) Monday and Saturday inclusive for employees employed on a permanent basis up to and including the date of registration of this agreement, and shall not exceed forty seven and a half hours (47.5) in any one week or ten (10) hours, exclusive of unpaid meal breaks, in any one day.
  - (b) Monday and Sunday for employees employed on a permanent basis on or after the date of registration of this agreement and shall not exceed forty seven and a half hours (47.5) in any one week or ten (10) hours, exclusive of unpaid meal breaks, in any one day.

## **10. MINIMUM RATES OF PAY**

- 10.1 Rates of pay for employees whose conditions of employment were previously regulated by individual letters of appointment will continue to be negotiated on an individual basis.
- 10.2 Minimum rates of pay for employees whose conditions of employment were previously regulated by one of:
- (a) The Dental Assistants and Secretaries (State) Award
  - (b) The Dental Technicians (State) Award
  - (c) The Clerks (State) Award
  - (d) The Mechanical Opticians (State) Award

shall be those prescribed by the relevant Award for the equivalent grade.

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## **11. SALARY INCREASES UNDER THIS AGREEMENT**

### 11.1 Subject to :-

- (a) employees endorsing in full the proposed changes to the enterprise agreement, and
- (b) employees accepting the introduction of competency / merit based pay structures across all staff classifications, under which pay rates may be increased or decreased depending on an employee's continued use of specified competencies,

salary increases will be paid to Dental & Eyecare Centre staff as specified in subclause (11.2) below.

### 11.2 (a) Salary increases will be paid to all Dental & Eyecare centre employees, excluding :-

- i. those employees who have had their salaries assessed using the OCR market review. Employees who have their salaries assessed using the OCR market review will have their salaries reviewed annually against market rates on 1<sup>st</sup> January or at some other time agreed with their manager.
- ii. those employees who have been advised prior to 1 January 2001 that their salaries are "frozen", due to them currently being paid above their assessed level of competency and merit. In these cases, the employee's pay will remain frozen until such time as enterprise agreement wage increases bring the competency structure up to their current level of pay, after which their salary will be set according to enterprise agreement changes to the rates of pay in the competency system.

### (b) The salary increases to be paid under this Agreement subject to clauses 11.1 and 11.2(a) above are :-

- Five Percent (5%), effective first pay period after 1<sup>st</sup> February 2001;
- An additional five Percent (5%), effective first pay period after 1<sup>st</sup> February 2002;
- An additional five Percent (5%), effective first pay period after 1<sup>st</sup> February 2003.



- 11.3 As a condition of the enterprise agreement, team meetings will be held outside of normal working hours. These team meetings held outside normal working hours will generally be limited to one per calendar month, except for Team Leader meetings, and in cases of urgent matters for discussion. All other meetings will be ordinarily held within working hours.
- 11.4 The ordinary pay rates for each employee party to this agreement, except those assessed annually using the OCR system, are recorded in a written form and lodged with the Industrial Registrar.

## 12. ACHIEVEMENT BASED REMUNERATION

### *Precis*

*Our philosophy as an organisation is to recognise and to reward both individual and team effort. As a group of people, we are committed to the concept of lifetime learning and we strive to provide individuals with the opportunities to develop in their professional lives and to be provided the opportunities to apply their natural talents in the workforce. We recognise that individuals should be paid in recognition of the outcomes they achieve in the workplace and that these outcomes are, by necessity, founded on competencies.*

*In providing individuals with these opportunities, AHMG, as an employer, notes the need to consider workplace requirements for additional competencies within a team and the benefits of assisting people to achieve career goals in keeping with their natural talents.*

Achievement Based Remuneration is founded on workplace outcomes, competencies and merit. It establishes a minimum and maximum salary level for an employee (and hence a "salary band") based upon the outcomes they achieve in the workplace and the competencies required to achieve these outcomes.

The achievement based structures also allow the Group to assess where there may be deficiencies in the skillset of a group of employees, and therefore provide the opportunity to rectify this through training, development or recruitment.

New Achievement based remuneration systems will be implemented during the term of this agreement for most staff, following a consultation process. These systems will include processes for both increasing and decreasing a staff members pay, based on their achieving levels of competency & merit.

A transitionary period will apply such that upon introduction of the new systems, should an employee's pay level be above their assessed competency level, that staff members pay will be "frozen" until such time as :-



- (a) the staff member has raised their level of competency to be at or above the level at which they are being paid; or
- (b) the ongoing enterprise agreement wage increases raise the pay on the competency system to a level at or above the persons frozen rate of pay.

Other than this transitional period, the intent in the competency system is to reward staff for their achievements and ongoing performance. After the transition to the new system, should a staff member reduce their level of competency through either choosing not to undertake a competency they once had, or not performing it to a satisfactory level of performance as required by their Team Leader or Director of Clinical Services, then after being provided with the option of a two month period of correction of their competency level, the staff member's pay will be reduced to the level of competency at which they are operating. This reduction in pay may also be made in conjunction with disciplinary action if not undertaking a required competency is a performance issue.

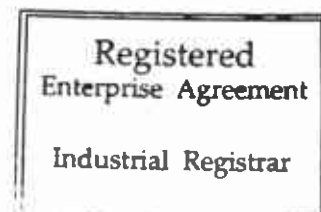
**Competency Based Pay Structures for General Practitioner Dental Clinicians is included in Annexure 1 to this Agreement.**

**Competency Based Pay Structures for Dental Assistants is included in Annexure 2 to this Agreement.**

### **13. SALARY AND CAREER PROGRESSION**

The Fund is committed to ongoing training programs to provide genuine salary and career progression to employees as a means of meeting members' service expectations.

- (a) An employee in a position covered by the salary bands shall progress vertically within their band on the basis of competency.
- (b) Progression from one band to the next will be on the basis of competencies obtained and applied in the workplace, with employees obtaining further competencies with the agreement of their manager.
- (c) An employee may approach any manager at any time to discuss opportunities for progression within their present or other teams.
- (d) An employee will be considered to have acquired a particular competency when they have demonstrated this through performance audits of at least three (3) months, and the outcomes are to the satisfaction of their Team Leader, or their Team Leader recognises prior learning of the employee. Where there is disagreement between the employee and Team Leader as to whether the employee is competent, the employee will be assessed by at least two Director's of Clinical Services.



## **14. OVERTIME**

The Group may require any employee to work reasonable overtime at overtime rates and the employee shall work overtime according to the extent of the requirement.

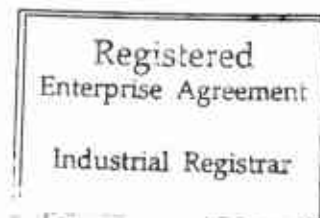
- 14.1 An employee who is required to work and who does work in excess of 10 hours per day or in excess of 47.5 hours per week shall be paid for that overtime at the rate of double ordinary time. All hours worked in excess of 38 and up to 47.5 in any one week that an employee is required to work shall be paid at ordinary time.
- 14.2 An employee may request to work in excess of 38 hours per week on a regular basis. Such requests will only be implemented by agreement between the employer and the employee. Such agreement must be fair and equitable to both parties and must recognise the Group's service requirement to members. Employees may at any time request to revert to ordinary hours. All hours worked in excess of ordinary hours at the employee's request shall be paid at ordinary time.
- 14.3 An employee, who is required to work outside their normal operating hours for the purpose of dealing with an emergency situation, shall be paid at the rate of double time. The minimum call-out time will be one hour. Time in excess of one hour will be measured in increments of fifteen (15) minutes. Travelling time will be included in the time claimed as call-out time.

## **15. ALLOWANCES**

- 15.1 **Certificate Allowances** - an employee who is the holder of a Certificate of Proficiency as described in Clause 8.2 will be paid in addition to his/her appropriate salary an allowance as follows:

	<b><u>New rate</u></b>
Proficiency	\$41.0550 / week
Radiography	\$23.9400 / week
Oral Health	\$17.8500 / week
Sterilising	\$23.9400 / week

Increases in the Award rate for these allowances will not necessarily be passed on, as long as the rate paid at the Dental & Eyecare Centres exceeds the award rate. All other conditions of payment of these Allowances will remain the same as in the current Enterprise Agreement.



- 15.2 Saturday Allowance** - as stipulated in Clause 9 the ordinary working week shall be worked between Monday and Saturday for employees who commenced prior to the date of registration of this agreement, and Monday to Sunday for those commencing on or after the date of registration of this agreement. Existing allowances for working weekends, as stipulated in certain Awards appearing in Clause 3, will be incorporated in an employee's weekly salary and will relate to a full thirty eight (38) hour week.
- 15.3 Uniform Allowance** - where an employee is currently paid a Uniform Allowance, this allowance will be incorporated in the employee's weekly salary and will relate to a thirty eight (38) hour week.
- 15.4 Uniform Purchase Allowance** - An annual allowance to cover the cost of uniforms will be paid to full-time and permanent part-time Dental Assistants, Member Service Officers and Administrative Officer employees as follows :-
- (a) Those working more than 16 hours per week - \$340 per year;
  - (b) Those who work 16 hours or less per week - \$170 per year.

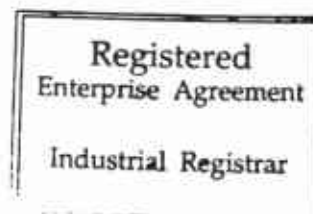
The Uniform Purchase Allowance will be paid to new employees on completion of the probationary period. It is compulsory for staff provided with the Uniform Purchase Allowance to wear the specified Dental & Eyecare Centre uniform during working hours.

- 15.5 On-Call Allowance** - For the purposes of this Agreement, no specific monetary allowance applies where an employee is required to be "on-call" for the purposes of receiving after-hours emergency enquiries relating to either patient care or building/equipment, security/maintenance issues. Recognition of such duties is reflected in the employee's normal weekly salary, and employees shall be paid for actual call-out time worked as stated in subclause 14.3.

## 16. TERMS OF EMPLOYMENT

### **16.1 Notice of Terminating Employment**

- (a) Employees shall give to the Group the required notice of termination of employment for their classification as mentioned in clause 16.2 below. Failure to do so will result in that employee's forfeiture of salary equivalent to that paid during the notice period.
- (b) Similarly, the Group shall give its employees the required notice of termination of employment for their classification as mentioned in clause 16.2 below. Failure to do so will result in a payment of salary equivalent to that paid during the notice period.





## 16.2 Period of Notice

The period of notice required in clause 16.1 above shall be :-

- (a) Employees other than Dentists, Dental Hygienists, Dental Prosthetists and Eyecare Dispensers - two (2) weeks' notice of termination of employment;
- (b) Eyecare Dispensers - four (4) weeks' notice of termination of employment;
- (c) Dentists, Dental Hygienists, Dental Prosthetists - six (6) weeks' notice of termination of employment;

Where an employee has given or been given the required notice, the employee shall continue in employment until the expiration of the notice unless otherwise agreed.

Nothing contained in this Clause shall affect the right of the Group to dismiss any employee without notice for malingering, neglect of duty or misconduct. In the event of such dismissal, wages shall only be paid for the time worked.

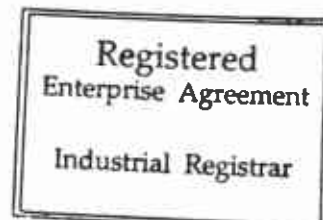
## 16.3 Absences from Work

Any employee who, having given or been given the required notice, is absent from work without reasonable cause (proof of which shall lie on the employee) may be subject to dismissal without further notice.

The Group may (in addition to any other action it is entitled to take) deduct from the wages of any employee payment for all time lost, when the employee is absent from work without permission.

## 16.4 Payment upon Death

- (a) Where the service of an employee is terminated by death, the Group shall pay any monies due in respect of wages, annual and/or long service leave to:
  - (i) the widow or widower of the deceased employee; or where the employee does not leave a widow or widower, to the children by marriage or adoption of the deceased employee in equal shares; or
  - (ii) the legal representative of the deceased employee where the employee does not leave a widow or widower; or does not leave children by marriage or adoption.
- (b) Where the person to whom payment is to be made in accordance with (a) of this subclause is:



- (i) a child of the deceased employee who has not attained the age of eighteen (18) years, the Group shall pay the whole or relevant proportion of the amount involved to the legal representative of the deceased employee on behalf of the child.
- (ii) an adult, but who is, in the opinion of the Group, incapable of providing a proper acquittance, the Group shall pay the whole or relevant proportion of the amount involved to the legal representative of the deceased employee on behalf of the adult.
- (c) Where payment of the money value of wages, annual and/or long service leave has been made under (a) and (b) of this subclause, no action may be brought against the Group for payment of any amount in respect of such leave.

#### 16.5 Confidentiality

An employee who is considered by the Group General Manager to have breached the confidentiality of the Group's records will have committed wilful misconduct.

### 17. SUPERANNUATION

In accordance with Group's superannuation policy employees will be offered choice with regard to the complying superannuation fund to which they wish their personal contributions and those paid by Group to be deposited.

If employees choose neither to remain with their present fund nor nominate an alternative complying fund they will be joined as members of the Strategic Master Super Plan.

### 18. HOLIDAYS

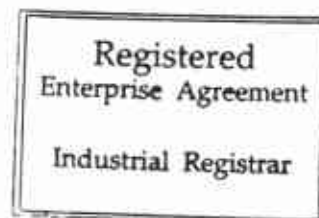
Under this Agreement all proclaimed or gazetted public holidays for New South Wales shall be observed. Other holidays shall be by the agreement of the Group General Manager.

- 18.1 Where an employee does not work on any of the holidays observed and the holiday falls due on a normal working day for that employee, payment shall be made at ordinary rates of pay.
- 18.2 Any employees directed to work on an observed holiday, shall, in addition to the employee's ordinary rate of pay, be paid for all time worked at the rate of double time.

### 19. ANNUAL LEAVE

#### 19.1 Entitlement

All employees shall be entitled to a leave of absence with pay for a period of four (4) ordinary working weeks per year for each completed year of service, in addition to the holidays referred to in Clause 18, Holidays.



**19.2 Sickness on Annual and/or Long Service Leave**

Any employee who falls sick whilst on annual and/or long service leave and produces at the time, satisfactory medical evidence of an inability to derive the benefit of the leave, shall be granted at a time convenient to the Group additional leave equivalent to the period of sickness, provided that the period of sickness is at least five (5) consecutive working days.

**19.3 Notice to take Annual Leave**

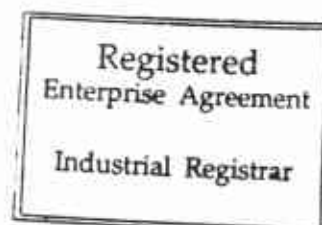
An employee entitled to annual leave shall be notified one month before the leave falls due. Such leave shall be taken as mutually rostered.

**19.4 Termination of Employment**

- (a) Where an employee with more than twelve (12) months service is discharged, dismissed, resigns or retires, the employee shall, in addition to any accrued annual leave, be paid for each completed week of service or part thereof, the proportionate part of their current annual leave calculated on the basis of one twelfth of the weekly rate for the classification in which the employee was employed at the date of termination of service.
- (b) Where an employee with less than twelve (12) months service is discharged, dismissed, resigns or retires, the employee shall be paid for each completed week of service or part thereof an amount calculated on the basis of one twelfth of their weekly rate payable at the date of termination of service.

**19.5 Annual Leave Loading**

- (a) Before an employee is given and takes annual leave, or where by agreement between the Group and the employee, annual leave is given on more than one separate period, then before each such separate period, the Group shall pay the employee an annual leave loading determined in accordance with this Clause.
- (b) The loading is payable in addition to the pay for the period of leave given and taken and due to the employee.
- (c) The loading is to be calculated in relation to any period of annual leave to which the employee has become entitled.
- (d) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (c) above at the rate per week of 17½% of the employee's actual ordinary weekly rate of pay immediately before commencing annual leave.



- (e) (i) No loading is payable to an employee who takes annual leave wholly or partly in advance.
- (ii) However, if the employee continues to work until the day when the employee would have become entitled to annual leave, the loading then becomes payable for that leave and shall be calculated in accordance with part (d) of this subclause.
- (f) An employee shall at the time of the termination of their employment be paid leave loading for leave to which they have become entitled (as defined in sub clause 19.1 but have not taken, except where the employee's employment is terminated for misconduct. The leave loading shall be calculated in accordance with part (d) of this subclause.
- (g) Annual leave loading is not payable to salary packaged employees.

## 20. LONG SERVICE LEAVE

20.1 Long Service Leave shall accrue in accordance with the following table, and shall be taken by the employee in periods of not less than four (4) weeks and may be taken when due or thereafter at the discretion of the employee; provided that the employee first gives to the Group, four (4) weeks notice of the date upon which the employee proposes to commence such leave:

<u>Length of Service</u>	<u>At ordinary rate of pay</u>
After 10 years' service	2 months (8.66 weeks)
For every further completed period of 5 years' service	1 month (4.33 weeks)

20.2 Leave shall accrue without limitation on the basis of the table in subclause 20.1 and proportionately for each completed month of service, provided that:

- (a) where an employee has completed at least five (5) years service and the employee's services are terminated by the Group for any reason, or by the employee due to illness, incapacity, domestic or other pressing necessity, the employee shall be paid the monetary equivalent of long service leave that would have otherwise accrued as to the date of termination in respect of the total service of the employee. The payment shall be calculated at the rate of pay applicable to the employee's classification at the date of termination of service.
- (b) where an employee has completed ten (10) years or more of service and resigns, the employee shall be paid the monetary equivalent of all long service leave accrued, but not taken by the employee at the date of resignation. The payment shall be calculated as specified in sub-clause (a) above.

- 20.3 Where an employee is about to take long service leave, or part thereof, the employee shall be paid for the leave in advance, at the rate of pay applicable to the employee's classification at the commencing date of the leave.
- 20.4 Any public holidays falling within an employee's long service leave shall be added to that leave.

## 21. SICK LEAVE

### Precis

Paid sick leave is provided to meet the fact that everyone will from time to time be unable to attend work due to genuine illness. The Group is committed to ensuring the wellbeing of its employees and for this reason does not limit the period sick leave is paid for genuine illness.

This commitment will be managed on the basis of trust and medical certificates will generally not be required. Employees are expected to attend work when fit to do so.

- 21.1 Employees shall be entitled to leave of absence without loss of pay in circumstances where they cannot attend for duty due to genuine illness or injury by accident. Sick leave will be provided for the period of time the employee is unable to attend for duty or until it is determined in accordance with clause 21.4 that the employee will not be fit for duty.
- 21.2 Payment in accordance with subclause 21.1 is based on the Group General Manager being satisfied that there existed genuine grounds for sick leave. The Group reserves the right to confirm the genuineness of illness/injury when considered appropriate.
- 21.3 Should the Sick Leave provision provided in subclause 21.1 of this Clause be withdrawn or changed at the expiration of the Agreement, the Group acknowledges that the sick leave provisions of the relevant award will then apply.
- 21.4 In the case of long term illness or injury the Group will consult with the employee, the employee's medical adviser and where applicable the employee's rehabilitation provider to implement a return to work program. Where, after a period of rehabilitation or absence, medical evidence indicates that the employee will not be able to return to their normal position and hours of work within a further period of three (3) months the Group General Manager will decide, in consultation with the employee, their future with the Group.
- 21.5 The Group General Manager shall, in deciding the employee's future in accordance with subclause 21.4, consider all options including a further period of rehabilitation, offering a more suitable position, offering part time employment, or terminating the employee's services. The Group General Manager may refer the employee to an appropriate medical practitioner to help in his/her determination.

## **22. ACCIDENT PAY**

- 22.1 Should an employee be absent from work who:
- (a) has been employed by the Group for more than three (3) months' continuous service; and
  - (b) is absent due to circumstances which give a right to payment of compensation under the amended Worker's Compensation Act 1987, the employee shall be paid the difference between the amount of compensation entitlement and the rate of pay to which the employee would have been entitled, for the period of absence from work.
- 22.2 Should employees with less than three (3) months' service be absent from work due to circumstances of the same nature as in subclause 22.1(b) of this Clause, the terms of subclause 22.1 may be applied at the Group General Manager's discretion.
- 22.3 In the event that an employee's compensation claim is not recognised, the employee shall not be entitled to accident pay, but may be entitled to sick leave for such absence.

## **23. REFUND OF SICK PAY AND ACCIDENT PAY**

Where an employee has been paid sick leave or accident pay under Clause 21 or Clause 22, in respect of an incapacity for work resulting from an injury sustained by the employee under circumstances creating a legal liability in some person other than the Group to pay damages in respect of the said injury, the employee shall forthwith, refund to the Group, the amount of sick leave or accident pay paid by the Group, provided that if the damages recovered by the employee are reduced pursuant to the provisions of subsection (i) of Section 10 of the Law Reform (Miscellaneous Provisions) Act, 1965, the amount of sick leave or accident pay to be refunded to the Group under this Clause, shall be reduced to the same extent as the damages recovered by the employee.

## **24. PERSONAL/CARER'S LEAVE**

Personal/Carer's leave is provided to meet the fact that everyone will from time to time be unable to attend work due to genuine family reasons including those normally taken as bereavement leave. The Group does not limit the period Personal/Carer's leave is paid. This commitment will be managed as outlined in Clause 21, Sick Leave.

Personal/Carer's leave is created from sick and bereavement leave and is available to the employee to care for immediate family or household members including:

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- Spouse or defacto spouse;
- Child including adopted, foster, ex-nuptial or step child;
- Parent, including a foster parent or legal guardian;
- Children, parents, grandparents, grandchildren, siblings of the employee;
- Relative who is a member of their household.

Should the Personal/Carer's leave provision in this Clause be withdrawn or changed at the expiration of the Agreement, the Group acknowledges that the Personal/Carer's leave provisions of the relevant award will then apply.

## **25. PAID PARENTAL LEAVE**

Staff who are eligible for unpaid parental leave in accordance with Chapter 2, Part 4, Division 1 of the Industrial Relations Act 1996 No 17 (the Act) shall be entitled to the following paid maternity, paternity and adoption leave.

### **25.1 Paid Maternity Leave**

The number of weeks paid leave shall be based on completed years of service as follows:

<u>Years of Service</u>	<u>Weeks Paid Leave</u>
1	3
2	5
3	7
4	8
5 or more	9

Paid maternity leave is to be taken in no more than two periods – one immediately preceding and the other immediately following the birth or adoption of a child.

As such a female employee would not be permitted to defer the paid maternity leave to a date after her return to work following the birth or adoption of a child.

Paid parental leave in accordance with this clause will also be paid to a male employee where it is proven that that employee is the primary care provider of the child following birth or adoption.

### **25.2 Paid Paternity Leave**

Short paternity leave as defined in clause 53 (3) (a) of the Act shall be paid leave to eligible employees. Such leave shall be unbroken for a period of up to 1 week and is to be taken at the time of the birth or adoption of a child.

## **26. SPECIAL LEAVE**

Provided that the Group General Manager is satisfied that such leave of absence is justified, Special Leave with pay may be granted for up to a period of one week in any twelve months. Leave of absence in excess of this period may be granted at the discretion of the Group General Manager.

## **27. STUDY LEAVE**

Leave of absence with pay to attend conferences, tutorial classes or examinations in respect to approved courses of study may be granted by a member of the Dental & Eyecare Centre senior management team for up to 5 days of leave per year for full time employees and 5 days pro rata for part time employees, having regard to the circumstances of each application. This entitlement is not cumulative.

## **28. LEAVE WITHOUT PAY**

The Group General Manager may approve extended leave of absence without pay to employees in cases of exceptional hardship or personal / family crisis situations. Such leave without pay will be granted after all other paid leave entitlements of the employee have been exhausted, unless otherwise agreed by the Group General Manager.

## **29. PAYMENT OF SALARY AND BENEFITS**

### **29.1 Health Insurance Subsidy**

- (a) Eligible Dental & Eyecare Centre employees will have their health insurance subscription subsidised to the extent specified below :-
- ✓ \$500 per year for a family/couple/single parent membership plan
  - ✓ \$250 per year for a family/couple/single parent membership of hospital or ancillary only
  - ✓ \$250 per year for a single membership plan (hospital + ancillary)
  - ✓ \$125 per year for a single membership of hospital or ancillary only
- (b) To be eligible the employee must be an AHMG health insurance contributor, otherwise the employee forfeits the entitlement. The benefit does not apply to employees who work less than an average of 16 hours per week.
- (c) Where two employees are covered under the one AHMG health insurance membership, the Health Insurance Subsidy will only apply to one employee on the membership.
- (d) For packaged employees the cost of the AHMG health insurance contributions is included in their total employment cost.



## **29.2 Remuneration Packaging**

- (a) Upon receipt of an offer from the Group General Manager an employee may elect to receive his/her salary in cash and non-cash payments in accordance with the Group's flexible remuneration packaging policy.
- (b) Employees in positions rating 375 or more OCR work value points, or with an annual salary equivalent, will be offered to have their remuneration packaged.
- (c) OCR Employees will have their total employment cost reviewed annually and do not receive any salary increase negotiated through enterprise bargaining.

## **29.3 Salary Sacrifice**

An employee may elect to have part or all of his/her wage paid in the form of salary sacrifice contributions to an approved superannuation fund as defined in the Group's superannuation policy.

## **29.4 Payment of Wages**

Except as provided by subclauses 29.2 and 29.3 payment of wages shall be directed to each employee's bank account or similar account.

# **30. GRIEVANCE PROCEDURE**

In the event that a dispute, grievance or claim arises or either party violates the terms and conditions of this Agreement then the following procedure will apply.

## **30.1 General Disputes**

If the dispute is of a general nature affecting a majority of employees then the matter will firstly be referred to the Consultative Committee for discussion and resolution by consensus.

Should the Consultative Committee fail to reach agreement then the matter will be referred to the Group General Manager, who shall convene a conference to discuss the matter and endeavour to achieve a settlement. Such conference will take place as soon as practicable after the matter is raised.

The agreed resolution is then to be endorsed by a mass meeting of employees and accepted unconditionally by the Group.

Should the above procedure fail to resolve the matter then it shall be dealt with in accordance with the relevant provisions of the Industrial Relations Act 1996.

### **30.2 Disputes Limited to Individuals or Teams**

If the dispute is limited to an individual or team, then the Grievance procedure as outlined in the Group's EEO policy document should be implemented. A grievance may be any work-related disagreement, problem, complaint or matter that causes an employee concern or distress.

The grievance handling procedure is divided into two phases :-

#### **Phase one -**

Provides the grievant with a number of options for resolving their grievance. Each option is aimed at building trust between people, maintaining confidentiality, and fostering ownership of the solution. Grievants will be encouraged and supported to use Phase One options to resolve their grievance.

Phase One options are:

- direct negotiation between the parties;
- a grievance handling discussion with a trained grievance handler;
- mediation with an internal or external mediator; or
- conciliation.

#### **Phase two –**

Phase two of the Grievance Handling Procedure becomes activated under the following circumstances:

- a party to a grievance has appealed a conciliated recommendation in Phase One;
- a person (or a party to a grievance) acknowledges that a grievance is still unresolved and is affecting the work environment of either party;
- one party is at risk (physically, emotionally, or mentally), and or
- details of illegal or unethical actions become identified during a grievance resolution

Arbitration involves a Senior Manager investigating the grievance, and recommending a decision to the Group General Manger, who will discuss the situation and make a final decision on the matter. If any party is not satisfied with the decision, they have the option of addressing their grievance external to the organisation. A period of seventy-two (72) hours shall be allowed to elapse to enable the parties to reassess their position, prior to any action being taken which would affect the operation of AHMG and its ability to service its members.

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After the expiry of the above period any unresolved matter will be dealt with in accordance with the relevant provisions of the NSW Industrial Relations Act 1996, or according to the external avenues described in the grievance handling procedure (whichever is appropriate).

During the course of the above procedures, the status quo will be maintained by both parties and without prejudice to either party. Work shall continue in accordance with the terms and conditions of this Agreement.

### **31. COMPOSITION OF THE STAFF COMMITTEE & CONSULTATIVE COMMITTEE**

The composition of and rules relating to responsibilities of the Staff Committee and the Consultative Committee are contained in the Terms of Reference for those committees.

### **32. LEAVE RESERVED**

Leave is reserved to the parties to apply as they may be advised in the undermentioned items:

- (a) The implementation of changes arising from the redesign of work activities in conjunction with the aims and objectives of the Enterprise.
- (b) The implementation of Competency Based pay structures for Eyecare Staff, Laboratory Staff, and Member Service Staff except those who have their salary determined using the OCR job points system.
- (c) Competency based pay structures for all staff categories may be revisited and corrected during the term of this agreement, should these pay structures later prove to be significantly unreliable or unfair to staff.

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Registered Enterprise Agreement  Industrial Registrar
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THE COMMON SEAL of  
 AUSTRALIAN HEALTH MANAGEMENT GROUP LIMITED  
 (A.C.N. 003 683 298) was hereunto affixed  
 pursuant to a resolution of the Board of  
 Directors in the presence of:



*[Signature]*  
 Secretary

20/12/01  
 Dated

*[Signature]*  
 Director

Signed for and on behalf of the employees at the Group's Dental and Eyecare Centres located at Haymarket, Parramatta and Wagga Wagga by the Staff Committee:

*[Signature]* 12.12.01 Louise Ford (Chairperson)  
 Signature Dated

*[Signature]* 12.12.01 Vicki Small  
 Witnessed Date Print Name

*[Signature]* 12-12-01 Ann Green  
 Signature Date

*[Signature]* 12.12.01 Margaret Sheppany  
 Witnessed Date Print Name

*[Signature]* 12.12.01 Estelle Ford  
 Signature Date

*[Signature]* 12.12.01 Margaret Sheppany  
 Witnessed Date Print Name

*[Signature]* 10.12.01 Gabrielle Merrigan  
 Signature Date

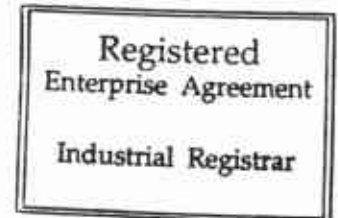
*[Signature]* 10.12.01 S. Truscott  
 Witnessed Date Print Name

*[Signature]* 12/12/01 Michael Ahern  
 Signature Date

*[Signature]* 12/12/01 R. Allouche  
 Witnessed Date Print Name

*[Signature]* 12/12/01 Steve Stratis  
 Signature Date

*[Signature]* 12.12.01 Margaret Sheppany  
 Witnessed Date Print Name



# "ANNEXURE 1"

## Australian Health Management Group Dental Centres



### General Dental Practitioner Competency Standards

#### 1. Structure

##### 1.1 Core Competencies

###### Level 1

- Demonstrates all the core competencies

###### Level 2

- This level acknowledges those in Level 1 who may practise an advanced competency but cannot progress to an Advanced Competency level because either
  - not all core competencies are undertaken**OR**
  - the amount of work carried out of this competency is below the level required to progress to Advanced Competency levels

##### 1.2 Advanced Competencies

- Advanced Competency levels are assessed with reference to peers and clinician's referral levels
- Assessment of competency at a large level will include assessment of acceptance of internal referrals from colleagues

###### Level 1

- A reasonable number of **one** of the advanced competencies

###### Level 2

- **Two** advanced competencies in reasonable numbers
- OR**
- A large number of **one** advanced competency

###### Level 3

- A reasonable number of **three** advanced competencies
- OR**
- A large number of **one** advanced competency plus a reasonable number of **one other** advanced competency

###### Level 4

- A reasonable number of **four** advanced competencies



## 2. Competency Standards

### 2.1 Core Competencies

#### Diagnostic

- Record and diagnose basic dental conditions and formulate treatment / management plans
- Recognise appropriate need for referral
- Maintain accurate records consistent with the requirements of the Dentist Act and AHMG policies

#### Preventive

- Perform routine preventive treatments and counsel patients in caring for their teeth including oral hygiene instruction, dietary advice, fissure sealants and other treatments consistent with the Centres minimal intervention and preventive philosophy

#### Periodontics

- Diagnose periodontal disease including the use of CPITN charting for all patients
- Carry out sub-gingival scaling and root planing with appropriate monitoring of the periodontal condition
- Appropriate referral to the periodontist or hygienist consistent with referral protocols

#### Oral Surgery / Oral Medicine

- Routine extractions including orthodontic extractions
- Manage medically compromised patients
- Demonstrate awareness and management of drug interactions
- Demonstrate awareness of oral pathology and refer where necessary

#### Endodontics

- Appropriate selection of teeth for endodontic treatment
- Initial management of trauma and acute endodontic conditions, including appropriate follow up
- Carry out endodontic treatment on anterior and pre-molar teeth
- Complete endodontics on primary teeth
- Bleaching of non-vital teeth

#### Restorative

- Complete basic restorative procedures using metallic and non-metallic materials
- Appropriate evaluation of existing restorations and their need for replacement consistent with the Centres minimal intervention and preventive philosophy

#### Fixed Prosthodontics

- Appropriate case selection for prosthodontic treatment and formulate suitable treatment plans including completion of periodontal / restorative / endodontic requirements prior to prosthodontic treatment
- Carry out simple fixed prosthodontics
- Appropriate liaison with ceramists and other relevant clinicians



### **Removable Prosthodontics**

- Diagnose the need for removable prosthodontics
- Ensure all pre-prosthodontic treatment required is completed prior to the removable prosthodontic treatment
- Undertake adjustments
- Evaluate and carry out the clinical phase of repairs and relines
- Provision of temporary partial dentures
- Construction of full and partial dentures, when necessary



### **Orthodontics**

- Recognise the need for interceptive orthodontics
- Liaise with and refer appropriately to the orthodontists

### **Occlusion**

- Carry out straightforward occlusal splint therapy
- Evaluate the need to refer patients with temporomandibular disorders (TMDs)

### **Emergency**

- Diagnose and provide definitive management for emergency patients including appropriate follow up (eg where appropriate, the attending dentist phones the patient the following day)

### **Patient Management**

- Use of relative analgesia where appropriate

## **2.2 Advanced Competencies**

### **Periodontics**

- Management and treatment of advanced periodontal disease including non-surgical and surgical therapies
- Carry out simple flap surgery for crown lengthening

### **Oral Surgery / Oral Medicine**

- Oral surgery – straightforward surgical extractions, not necessarily including wisdom teeth.
- Oral medicine - cases where GPs feel an advanced competency should be acknowledged following treatment by the GP should be logged for consideration

### **Endodontics**

- Molar endodontics

### **Restorative**

- Management and treatment of complex cases eg lost vertical dimension, worn dentition

### **Fixed Prosthodontics**

- Management and treatment of complex cases involving multiple units of fixed prostheses

### **Occlusion**

- Diagnosis and management of TMDs including full examination and provision of splint therapy and follow up where appropriate

### **Patient Management**

- Treatment of the anxious patient using additional treatment modalities, including sedation given by a qualified clinician

### 3. Progression between Levels

All general dental practitioners will be required to demonstrate all core competencies. GPs who do not will be required to develop them and appropriate support will be given as necessary. New GPs will be appointed on the understanding that they are able to practise all core competencies.

Progression to the Advanced Competency levels can only be achieved by firstly demonstrating all the core competencies (to an acceptable standard) followed by the appropriate advanced competencies.

Following the assessment of clinicians' competency levels under this structure (in August of each year to capture complete financial year data) clinicians are expected to maintain these competencies in order to attract the remuneration pertaining to the competency level. New clinicians will have their competency reviewed 6 months after employment.

### 4. Competency Assessment

The Directors of Clinical Services, together, are responsible for the remuneration level of all clinicians employed at the Fund's Centres for the purpose of maintaining equity and consistency across the Centres. The assessment will be made in conjunction with the Senior Dentist at Wagga and the Patient Care Team Leaders. In the event of a disagreement with their assessment, the GP is required to discuss the matter firstly with the Director at Haymarket or Parramatta or in the case of Wagga, the Senior Dentist.

If still not satisfied, the matter will be referred to a panel comprising the two Directors of Clinical Services, the Operations Manager and the Senior Dentist at Wagga (for Wagga clinicians) or the relevant Patient Care Team Leader (for Haymarket and Parramatta clinicians).

### 5. Remuneration for each Level

(Rates inclusive of the February 2001 EA increase are bold and in parentheses)

#### 5.1 Core Competencies

Level 1      \$ 39.52 (**\$ 41.50**)      \$ 78,091 (**\$ 82,004**)      (previously Band 1, Level 3 rate)

Level 2      \$ 40.56 (**\$ 42.60**)      \$ 80,146 (**\$ 84,177**)      (previously Band 2, Level 1 rate)

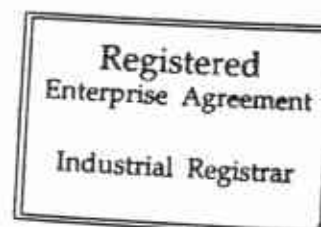
#### 5.2 Advanced Competencies

Level 1      \$ 43.68 (**\$ 45.90**)      \$ 86,311 (**\$ 90,698**)      (previously Band 2, Level 3 rate)

Level 2      \$ 44.72 (**\$ 47.00**)      \$ 88,366 (**\$ 92,872**)      (previously Band 3, Level 1 rate)

Level 3      \$ 46.28 (**\$ 48.60**)      \$ 91,449 (**\$ 96,033**)      (previously Band 3, Level 2 rate)

Level 4      \$ 47.84 (**\$ 50.30**)      \$ 94,531 (**\$ 99,392**)      (previously Band 3, Level 3 rate)





**Australian Health Management Group  
Dental Centres**



**Dental Assistant  
Competency Standards**

**1. Structure**

Dental Assistant remuneration will be determined using the following three categories. A DA will be paid according to the existence of Core and/or Advanced Competencies, with payment for certificates held being added to the applicable pay rates for the competency level attained.

Competency will be assessed in June/July 2001 and then reviewed on an annual basis.

**1.1 Core Competencies**

**Level 1**

- Demonstrates some but not all of the core competencies to a high standard, as defined in the Core Competencies accompanying document.

**Level 2**

- Demonstrates all of the core competencies to a high standard.

**1.2 Advanced Competencies**

**Level 1**

- The dental assistant demonstrates competency in **one** of the advanced competencies, as listed in the section "Advanced Competencies". This requires the DA to be given reasonable opportunity via rostering to demonstrate that this competency exists, and that the DA is willing to be rostered to perform this competency as organisational needs require it.

**Level 2**

- As for Level 1 above, but **two** competencies are demonstrated.

**Level 3**

- As for Level 1 above, but **three** competencies are demonstrated.

**Level 4**

- As for Level 1 above, but **four** competencies are demonstrated.



**1.3 Payment for Certificates**

In addition to the above pay rates, DAs will be paid the following amounts for certificates

held by them. For payment to be given, the DA must be prepared to be rostered to perform the duties associated with the qualification. Such rostering will be determined by the Clinic Coordinator in response to organisational needs.

DA Proficiency Certificate - \$1.02 per hour  
Oral Health Educating Certificate – 45c per hour  
Radiography Certificate – 60c per hour  
Sterilising Certificate – 60c per hour

## 2. Definitions of Competencies

### 2.1 Core Competencies

Core competencies are those in the document "ADA Human Resource and Industrial Relations Reference Manual" pp 17-25, as amended to suit the specific requirements of AHMG Dental Centres. Such requirements include reasonable proficiency in the use of Dentrix computer applications. They relate to duties routinely performed by dental assistants in clinical practice.

For a high level of core competency to be recognised, a DA must be able to demonstrate high competency in all the categories listed in the document, as determined from collected DA competency assessment forms completed by clinicians, and confirmed by observations made by the Clinic Coordinator, in consultation with the Patient Care Team Leaders.

Please note that the reporting of a lack of high competency in a minority of monthly assessments over a yearly period will not prevent high core competency being recognised. This is to allow for variation in interpretation of competency standards between assessing clinicians. Only where there is a lack of high competency as identified in a majority of monthly assessments, will the DA be presumed to lack this high level competency.

### 2.2 Advanced Competencies

The following advanced competencies will be recognised:

1. **Orthodontics** – ability to assist in orthodontic treatment including band-ups
2. **Administrative duties** – this includes assisting in DA admin duties, training of new DAs, other general administrative duties as required to meet organisational needs. The Clinic Coordinator, Patient Care Team Leader or similar manager would allocate these duties. The checking off of handpieces would not constitute performance of this competency alone, but would be considered in combination with several of the above duties. In Wagga Wagga, rostering to reception on a regular basis, i.e. two days or more per week, would be recognised as performance of administrative duties.
3. **Surgery** – this will include competency in oral surgery and/or periodontal surgery and/or endodontic surgery. This competency is recognised independently of any competency in sedation
4. **Sedation Unit and/or Implants** – this will include competency in all facets of work in the sedation unit, or in the surgical aspects of implant placement, where such sedation or implant procedures are available.

## 3. Progression between Levels



### **3.1 Recognition of Existing Competencies at the Introduction of Competency Based Remuneration**

Recognition of a core or an advanced competency level will occur when the Clinic Coordinator/Senior DA, in consultation with Patient Care Team Leaders, is satisfied that the DA demonstrates an ability to perform the duties inherent to that competency to a high standard. This standard of work will be ascertained from DA Monthly Assessment forms completed by clinicians and feedback from relevant team leaders e.g. Orthodontics Unit Team Leader.

DAs are expected to maintain the above competencies during an assessment period to ensure that their remuneration is consistent with their demonstrated competency.

### **3.2 Recognition of Additional Competencies since last Performance Review**

The acquisition of additional competencies is seen as a desirable form of professional development for all dental assistants, and will be encouraged at each performance review. Competency levels will be reviewed annually at performance reviews. Competencies acquired in the previous twelve months will be evaluated and, where they meet the above recognition criteria, will be rewarded by an increase in remuneration from the next pay date. Where a competency is incomplete or of an insufficient standard, encouragement will be given to develop that competency over the next six months, so that it might be recognised at a later review.

### **3.3 Inconsistent Performance in Core and/or Advanced Competencies**

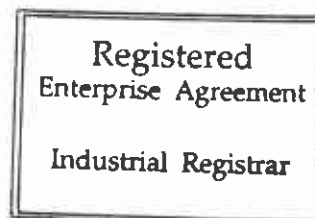
Where a DA's competencies are considered by the Clinic Coordinator/Senior DA, in consultation with Patient Care Team Leaders, to be difficult to determine due to inconsistent performance, the DA will be counselled. A period of twelve months will be given from the inception of competency based remuneration for such competencies to be improved. Failure to do so may result in the remuneration of the DA being frozen from the next performance review date.

### **3.4 Competency in Certificates**

Competency assessment will include assessment of DA competency in duties performed as part of the following certificate qualifications:

- DAs with a certificate in radiography will be expected to be able to take bitewing, periapical, occlusal and panoramic films to a consistently high diagnostic standard, comparable to that taught in the certificate course.
- DAs with educating certificates will be expected to be able to work unsupervised to provide comprehensive hygiene and dietary advice, to a standard comparable to that required in the certificate course.
- DAs with sterilising certificates will be expected to oversee sterilising duties to a consistently high standard, as assessed by the Clinic Coordinator.

Where a DA with a certificate fails to perform the required duties to a specified competency level, opportunity for further supervised training will be provided, as arranged by the Clinic Coordinator. DAs will be required to develop these competencies during the period prior to the next performance review.



### 3.5 Payment of Bonuses

Bonuses may be awarded to staff at the discretion of the Clinic Coordinator in consultation with the relevant Patient Care Team Leader or Director of Clinical Services (or the Senior Dentist in Wagga).

### 3.6 Pregnancy and Maternity Leave/ Extended Sick Leave or similar

Where a DA becomes pregnant or is otherwise prevented from demonstrating a specific competency, the DA will not be disadvantaged. Examples might include a DA with a radiography certificate no longer performing radiographer duties during pregnancy.

Where a DA returns from maternity leave, or from an extended absence from work due to incapacity or illness, he/she will be reinstated at the competency level last held prior to the commencement of that leave. A reasonable time period, as determined by the Clinic Coordinator, will be given for the DA to practise previous skills so as to resume previous practical competency levels.

## 4. Competency Assessment

In the event of a disagreement with an assessment, the DA is required to discuss the matter firstly with the Clinic Coordinator/Senior DA.

If still not satisfied, the matter will be referred to a panel comprising the relevant Director of Clinical Services/Senior Dentist, the Patient Care Team Leader and the Clinic Coordinator/Senior DA.

## 5. Remuneration for each Level

Level	Hourly Rate (\$)	Proficiency Certificate	Educating Certificate	Radiography Certificate	Sterilising Certificate
<b>Core</b>		Add \$1.07 to rate at left	Add \$0.47 to hourly rate	Add \$0.63 to hourly rate	Add \$0.63 to hourly rate
Level 1	13.75				
Level 2	14.70				
<b>Advanced</b>					
Level 1	15.23				
Level 2	15.75				
Level 3	16.28				
Level 4	16.80				

**Note:**

- Uniform and first aid allowances are included in all hourly rates.
- Team leader allowance is payable in addition to any of the above rates

