

NEW ZEALAND DENTAL TECHNICIAN CADETS  
DETERMINATION – INDUSTRIAL AGREEMENT

PRINCIPAL DETERMINATION ON CONDITIONS OF  
EMPLOYMENT OF DENTAL CADETS

Pursuant to the Technicians Training Act 1967, it is hereby provided as follows:

1. APPLICATION OF DETERMINATION

1.1 This determination shall apply to all employers of dental technician cadets throughout New Zealand (whether bound by an award or agreement relating to the dental technician industry or not), and to all dental technician cadets employed by such employers in the industry, and to all contracts of dental technician cadetship (including those in force at the time of the establishment of the Dental Technician Training Council).

1.2 For the purpose of this determination the expression “the dental technician industry” means the industry of workers employed substantially in connection with the mechanical construction, renewal, alteration and repair of artificial dentures, restorative dental appliances or corrective dental appliances.

2. CONSENT OF COUNCIL

2.1 No employer shall employ any person on probation as a dental technician cadet nor enter into any contract for the employment of a dental technician cadet without the prior consent in writing of the Dental Technician Training Council.

2.2 An employer before engaging a dental technician cadet shall satisfy the Council that he is able to give the dental technician cadet the practical training required.

2.3 Once the consent of the Council has been given to the employment of a dental technician cadet the employer shall forthwith enter into a contract with the cadet in the form appended to the principal training scheme as set out in the Schedule to the Dental Technician Training Council Order.

2.4 The employer shall be responsible for supplying the cadet, or his parent or guardian as the case may require, with a signed copy of the contract, and for filing one signed copy with the Secretary of the Council within fourteen days of the commencement of employment of the cadet.

2.5 The proportion of the total number of cadets employed by any employer shall be one cadet to each three registered technicians or fraction of three provided that on completion of a cadet's second year of training the proportion may be amended to two cadets to each three registered technicians.

For the purpose of this clause a registered dentist, who works for not less than 25 percent of the weekly hours at the work of a technician and whose technical work is done on the premises, shall be classed as a technician.

3. CONTRACTS TO BE REGISTERED

3.1 All contracts and any alterations or variations thereto entered into between an employer and a dental technician cadet shall be approved by the Council and lodged with the Secretary of the Council.

3.2 Before approval the Council shall satisfy itself that the document submitted is in accordance with the Act, the principal training scheme and this determination.

4. MINIMUM AGE

4.1 The minimum age at which a person may enter into a dental technician cadetship shall be 16 years.

## 5. PREREQUISITE EDUCATION

5.1 It shall be necessary for a person desiring to become a dental technician cadet to produce satisfactory evidence that he has obtained a pass in at least two subjects of School Certificate one of which shall be mathematics, general science, physics or chemistry or otherwise to produce evidence to the Dental Technician Training Council of his eligibility for enrolment as a student.

## 6. TERM OF CADETSHIP

6.1 The term of cadetship shall be for four years from the date of commencing employment as a dental technician cadet unless otherwise determined by the Council in the special circumstances of a particular case.

## 7. PERIOD OF PROBATION

7.1 The period of probation shall be three months from the date of commencing employment as a dental technician cadet.

7.2 The employer shall be responsible for notifying the Secretary of the Council if the contract of cadetship is terminated by either party during the probationary period.

## 8. TERMINATION OF CONTRACT

8.1 Other than by mutual consent of the parties, upon completion of the probationary period a Contract of Dental Technician Cadetship shall be terminated during its term only with the consent of the Council and providing the Council is satisfied that such termination is in the best interests of both parties to the Contract.

8.2 Where the employer of any dental technician cadet for any reason ceases to be engaged in the industry and the dental technician cadet is thereby deprived of the employment he was otherwise entitled to under his Contract of Dental Technician Cadetship, the Council may order payment to the Cadet of an amount up to but not exceeding three months wages in respect of any period intervening between the time when the dental technician cadet was deprived of his employment and the time when he obtains other employment as a dental technician cadet.

8.3 A Contract of Dental Technician Cadetship may be terminated by mutual consent at any time during its currency. The employer is to notify the Council in such cases.

## 9. SUSPENSION AND DISCHARGE

9.1 Where a dental technician cadet so misconducts himself or proves himself so incapable that if he were an employee other than a dental technician cadet it would be reasonable for his employer to discharge him, the employer may immediately suspend him and apply to the Council for leave to discharge him.

9.2 Every such application shall be made to the Council within five working days after the dental technician cadet is suspended, and, subject to the decision of Council, the employer may withhold any wages accruing due to the dental technician cadet during the period of suspension.

9.3 The Council shall consider the application after giving the employer, the dental technician cadet, and his parent or guardian (if any) an opportunity to be heard and may grant or refuse leave to discharge the dental technician cadet.

9.4 Where leave is granted the employer to discharge the cadet, such discharge shall be as from the date of his suspension and the Contract of Dental Technician Cadetship shall be deemed to be cancelled.

9.5 Where leave to discharge the dental technician cadet is refused by the Council the Council may make such order as it thinks fit with respect to payment of wages to the dental technician cadet during the period of his suspension and if no such order is made the employer shall pay to the dental technician cadet all wages that would have been payable to him had he not been suspended.

## 10. TRANSFER OF CADET

10.1 Any party to a Contract of Cadetship may apply to the Dental Technician Training Council for the transfer of the dental technician cadet from one employer to another employer who is willing and able to undertake the obligations of the original employer.

10.2 If it considers that such transfer is justified the Council may order the transfer, on such terms and conditions as the Council may decide.

10.3 Where a dental technician cadet is transferred from one employer to another the transfer may be for a period of three months in the first instance and may then be reconsidered by the Council.

10.4 Upon the making of any such order, the Contract of Dental Technician Cadetship shall be endorsed accordingly by the Council and such endorsement signed by the dental technician cadet and the employer to whom he has been transferred, and the contract shall continue in all respects as if the new employer had been an original party to the contract.

10.5 When a dental technician cadet is transferred permanently to another employer as provided for herein the original employer shall be relieved from all obligations under the contract.

## 11. TRANSFER TO SUPPLEMENT TRAINING

11.1 Where the Council considers it necessary to enable a dental technician cadet to acquire proper practical training, it may, on the application of any party to the contract, approve the transfer of the cadet for a limited period to another employer in order to supplement the training of the dental technician cadet.

## 12. CERTIFICATE OF SERVICE

12.1 Upon the termination of the contract for any reason, including its due completion, the employer shall issue a certificate to the cadet. The certificate shall be in a form approved by the Council, and there may be different kinds of forms of certificate according to the circumstances under which the contract is terminated.

## 13. COMPLAINTS TO BE INVESTIGATED

13.1 The employer or the cadet shall at all times have the right to request the Council to investigate any complaint arising out of or in connection with the Contract of Dental Technician Cadetship.

## 14. WAGES

14.1 The minimum wages payable to a dental technician cadet shall be the undermentioned percentages of the minimum rate payable to registered dental technicians as prescribed by the Northern, Wellington and Canterbury Dental Technicians and Dental Assistants Award, except that for those dental technician cadets employed by a Hospital Board the minimum wage payable shall be the undermentioned percentages of the minimum rate payable to registered dental technicians as prescribed by the Northern, Wellington and Canterbury Hospital Dental Employees Industrial Award:

- 1st year 55 percent
- 2nd year 65 percent
- 3rd year 75 percent
- 4th year 85 percent

14.2 The following additional payments will be made:

14.2.1 To a dental technician cadet who has passed the Second Year Examination of the prescribed examination for dental technician cadets an additional \$2 per week from the date of notification by the cadet to the employer of the result of the examination.

14.2.2 To a dental technician cadet who has passed the Third Year Examination of the prescribed examination for dental technician cadets an additional \$2 per week from the date of notification by the cadet to the employer of the result of the examination.

14.2.3 The payments for which provision is made in subclauses 14.2.1 and 14.2.2 of this clause shall be cumulative.

### 15. DEDUCTIONS BY EMPLOYERS

15.1 An employer shall be entitled to make a rateable deduction from the wages of a cadet for any time lost by him or her through sickness in excess of five working days in any six-month period or through his or her own default. Accidents not arising out of and in the course of the cadet's employment shall be deemed to be sickness and the provisions of this clause shall apply.

15.2 An employer shall not be entitled to make any deduction from the wages of a cadet attending the course of instruction during normal working hours, but absence without leave from such a course shall be treated as absence through the cadet's default and the employer shall be entitled to make a rateable deduction from the wages. For the purpose of the term of cadetship time spent at the course during normal working hours shall be reckoned as time served.

### 16. ALLOWANCES FOR TOOLS AND TEXT BOOKS AND FEES FOR COURSES

16.1 The employer shall provide the dental technician cadet with textbooks and handtools prescribed by the Central Institute of Technology and also shall be responsible for the payment of enrolment or class fees necessary for the cadet undertaking a course of instruction at the Central Institute of Technology.

### 17. HOURS OF WORK

17.1 The hours worked by a cadet shall, subject to the provisions of any statute, be those normally worked by registered technicians as prescribed by the appropriate awards referred to in clause 14.1 of this Determination.

### 18. OVERTIME

18.1 Cadets under 17 years of age shall not be required or permitted to work overtime.

18.2 No cadet shall be required or permitted to work overtime after 10 p.m.

18.3 Payment for overtime shall be calculated in the manner prescribed for registered technicians in the appropriate award referred to in clause 14.1 of this determination and at the wage rate paid to the cadet.

### 19. CONDITIONS OF AWARD TO APPLY

19.1 The conditions of the awards referred to in clause 14.1 of this determination, insofar as they relate to other matters not covered by this determination but relating generally to the employment of cadets and not in conflict with this determination, shall apply to dental technician cadets.

### 20. DISPUTES

20.1 Should any dispute between the parties to a Contract of Dental Technician Cadetship relating to such contract arise such dispute may be referred by either party to the Council for settlement. The Council may, at its discretion, adjudicate in the matter or refer such matter to the Court of Arbitration.

20.2 Either party to a Contract of Dental Technician Cadetship shall have the right to appeal to the Court of Arbitration against any decision of the Council.

21. TERM OF DETERMINATION

21.1 This determination shall come into force on the date of commencement of the Order in Council establishing the Dental Technician Training Council, and shall continue in force until superseded by another determination which shall be negotiated at any time in the light of experience gained, at the initiation of either party to the agreement.

In witness whereof the parties have executed these presents on the day and year indicated:

Signed for and on behalf of the New Zealand Dental Employers' Industrial Union of Employers:

G. H. Turner, Secretary.

Signed for and on behalf of the New Zealand Federated Dental Technicians' and Assistants' Industrial Association of Workers:

H. McCrory, Secretary.