



Log of Claims 14 July 2017 General Dentists

Preamble

Funding for public dental care is unpredictable, and lacks a long term coordinated strategy. This is detrimental to the delivery of public dental care to the 41% of Victorians who are eligible, including some of the state's most marginalised and vulnerable people. This situation results in long waiting times for dental care, and a focus on emergency and restorative care, rather than prevention.

All of this has significant implications for the public dental workforce, who are very committed to providing high quality dental care to their patients. There is a lack of an overall workforce recruitment, retention, and development strategy. The ability to recruit and retain experienced clinicians and to foster leadership is hampered by low wages compared to other jurisdictions, with Victorian practitioners earning up to 40% less when compared to their interstate counterparts.

The ADAVB views the bargaining process, whilst very important, as just one part of the approach that is required to deliver a sustainable public dental care system. In seeking agreement on the proposed terms and conditions as set out hereunder, the ADAVB would welcome your organisation and other like bodies, which provide public dental care, to work with us to rectify the systemic issues that are in our mutual interests to resolve.

Log of Claims

1. **Term of Agreement**
4 years.

2. **Preservation of Existing entitlements**

Nothing in the Agreements shall affect any condition of employment which is superior to any term and condition pursuant to the Agreement which an Employee was entitled to immediately prior to the Agreement coming into effect.

3. **Rates of Pay**

A 40% increase in rates of pay throughout the life of the Agreement as follows.

- 15% in Y1
- 8% in Y2
- 8% in Y3
- 9% in Y4



Remuneration shall not be linked to Dental Weighted Activity Units (DWAUs)

The first increase to apply from nominal expiry date of existing Agreements.

Classification Structure and Rates of Pay

4. Review of the classification structure as follows;

- Amalgamation of current Level 1 and Level 2 to create one classification of Level 1, with consequent revision of classification descriptor.
- Level 3 – to become Level 2.
- Level 4 to be renamed Level 3
- Level 4 (Clinical) to be re-named Level 3 (Clinical), with promotion to this position to be based on “exceptional competence in general dental work, and has a proven record for carrying out a broad range of advanced and complex dental procedures”. The part of the current definition, which requires that the individual employee at this Level needs to be a leader of a team to be deleted.
- Introduction of dual function classifications at Level 4 and Level 5 (re-named Level 3 and Level 4) to reflect current work practices. Provision to be made for Level 3 – Clinical/Managerial and Level 4 Clinical/Managerial. The commencement rate for Level 3 to be set at current Level 4, 2nd increment, and for Level 4 to be set at current Level 5, 2nd increment.
- An employee at Level 3 (Managerial) to be promoted to Level 4 (Managerial) if they supervise more than 10 employees.
- Progression by yearly increments, with a capacity for an individual employee to apply for accelerated progression based on acquisition of competencies as set out in Schedule 3 – Competencies.
- The establishment of a joint working party to conduct a review of the classification structure to reflect changes in dentistry and work patterns. Implementation of any changes are to be by agreement with all impacted parties. The process of review and the implementation of any changes is to be completed within the lifetime of the new Agreement

5. “Top End” Allowances

For Dentists who have reached the top of current Level 3, Level 4 (Clinical), Level 4 (Managerial), level 5 (Clinical) and Level 5 (Managerial), the payment of an additional allowance of \$2,000 per annum. The allowance is to be paid for superior performance and/or the achievement of specific objectives.



6. Regional/Remote Area Allowance

- An allowance of \$5000 per annum to be paid for Dentists employed outside the Melbourne Greater Metropolitan area.
- An additional week of Annual Leave for Dentists employed outside the Melbourne Greater Metropolitan area.

Conditions of Employment

7. Continuing Professional Development (CPD)

Costs of CPD to be paid by the employer of \$10,000 per annum, and attendance at the relevant courses to be treated as time worked. Pro-rata to apply for part-time employees and for casual employees, who have an on-going employment relationship.

8. Registration

Reimbursement by employer of compulsory registration fees (AHPRA registration). Pro-rata to apply for part time employees.

9. Professional Membership

Reimbursement of ADA/ADAVB membership fees upon production of proof of participation in a ADA/ADAVB professional development event.

10. Professional Indemnity

Professional Indemnity Insurance is to be paid in full by the employer.

11. Administrative Functions

The performance of administrative functions relating to position requirements to be treated as time worked.

12. Time off in Lieu (TOIL)

TOIL (including capacity to convert time accrued to be taken as a Rostered Day Off) to be included in the Agreement. Any TOIL accrued to be paid out to the employee if not taken by December 31st of each year.

13. Shift Swapping

The inclusion in the Agreement of a provision which will provide for “shift swapping” between employees to be limited only for pressing operational reasons.

14. Portability of Annual Leave and Personal Leave

Employees transferring to another community health clinic or hospital will have the option of transferring their accrued Annual Leave and Personal Leave entitlements.



15. Parental leave

Maternity leave or primary carer leave to be increased to 12 weeks paid and 45 weeks unpaid leave, including adoption leave provisions. Paternity/secondary carer paid leave entitlement to increase to 2 weeks leave including adoption leave provisions.

16. Long Service Leave

Long Service Leave to be accessible on a pro-rata basis at 5 years continuous service. Payout of long service leave on retirement, resignation, or termination to occur at 7 years' service.

17. Compulsory Annual Leave

Employees not to be required to take Annual Leave over Christmas-New Year period if, because of their Carer's responsibilities, they need to take Annual Leave at other times.

18. Fixed Term Contracts

Unless the fixed term contract is for the purpose of covering an employee absent on parental leave, a fixed term contract shall be limited to 12 months' duration. After the expiry of the 12 months period a permanent employment contract shall be offered. All conditions in the enterprise agreement to be applicable to fixed term employees.

19. Higher Duties

An employee relieving an employee of a higher classification for a minimum of one day or more is to be paid at a minimum of the lowest rate for the relevant classification for all time worked.

20. Time-limit on acting roles

Unless an employee has been appointed to an Acting role to cover an employee absent on parental leave, the employee who is performing the Acting role shall be appointed to the position upon the expiry of 12 months.

21. Non-clinical Duties

Time spent on the performance of administrative tasks, attendance at departmental meetings, maintenance of professional standards, involvement in quality assurance, required clinical research, and post graduate and undergraduate teaching activities are to be treated as time worked.