



## Log of Claims 17 July 2017 For Specialist Dentists and Specialist Dentists in Training

### Preamble

The Australian Dental Association Victorian Branch (ADAVB), with the assistance of Professionals Australia, wish to commence negotiations for a new enterprise agreement covering Specialist Dentists and Specialist Dentists In Training to replace the *Specialist Dentists' and Specialist Dentists' in Training Dental Health Services Victoria Enterprise Agreement 2013-2017*.

Professionals Australia has already met with the Victorian Hospitals Industrial Association (VHIA) for a preliminary discussion.

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.

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. In this regard Specialist Dentists and Specialist Dentists in Training are crucial to the provision of such care as they play a very significant clinical and leadership role in ensuring that the public dental care system delivers the best possible outcomes.

The Log of Claims served on behalf of Specialist Dentists and Specialist Dentists in Training is set out hereunder.



## Specialist Dentists

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.

1. 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.

2. Rates of Pay

An initial 15% increase in rates of pay, to align with medical specialists, with a 3% pay increase each year thereafter.

The 1<sup>st</sup> increase to apply from the nominal expiry date of the existing Agreement.

3. Classification Structure

- 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 Clause 17 – Classification Descriptions.
- 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

## Conditions of Employment

4. Continuing Professional Development (CPD)

Costs of CPD to be reimbursed by the employer, 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.



#### 5. Registration

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

#### 6. Professional Membership

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

#### 7. Administrative Functions

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

#### 8. 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 31<sup>st</sup> of each year.

#### 9. 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.

#### 10. Personal Leave – Sick Leave

A statutory declaration to be accepted in lieu of medical certificate.

#### 11. 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.

#### 12. 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.

#### 13. 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.



#### 14. 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.

#### 15. Representative leave

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.

#### 16. 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.

#### 17. 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.

#### 19. Higher Duties

An employee relieving an employee of a higher classification for a minimum of 1 day or more is to be paid at a minimum of the lowest rate for the relevant classification for all time worked.

### Specialist Dentists in Training (Registrars)

#### 1. Job Title

The title "Specialist in Training" to be replaced by "Registrar".

#### 2. Definition

Definition of Registrar in Agreement to be varied to make specific reference to include post-graduate students engaged through the auspices of the Melbourne Dental School.

#### 3. Payment For Time Worked

All Registrars to be paid for all time worked in accordance with the rate of pay for Specialist Dentist in Training as outlined in the Enterprise Agreement.

#### 4. Conditions of Employment

The provisions of the Enterprise Agreement to apply to Dental Specialists in Training.