

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

| | |
|------------------------|---|
| Agreement title | SA Health Visiting Dental Specialists Enterprise Agreement 2021 |
| Employer | Chief Executive, Department of Treasury and Finance |
| Case number | ET-22-00429 |

Orders - Approval of Enterprise Agreement SA Health Visiting Dental Specialists Enterprise Agreement 2021

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 3 March 2022 and have a life extending for a period of 36 months therefrom.

A handwritten signature in black ink, appearing to read 'P McMahon'.

Commissioner McMahon

14 Apr 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS



SA HEALTH VISITING DENTAL SPECIALISTS ENTERPRISE AGREEMENT 2021

SA Health
(SA Dental)
Adelaide Dental Hospital Cnr George
Street and North Terrace
Adelaide SA 5000

Department of Treasury and Finance
(Industrial Relations and Policy)
State Administration Centre
200 Victoria Square (Tarndanyangga)
Adelaide SA 5000

Visiting Dental Specialists
c/- SA Dental
(SA Health)

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PART A – THE ENTERPRISE AGREEMENT

1. ENTERPRISE AGREEMENT

- 1.1 This “*Visiting Dental Specialists Enterprise Agreement 2021*” (**Agreement**) is made pursuant to the *Fair Work Act 1994* (Chapter 3, Part 2) and will have effect only if approved by the South Australian Employment Tribunal (**SAET**).
- 1.2 In respect of a Senior Visiting Dental Specialist or Visiting Dental Specialist on whom this Agreement is binding, this Agreement replaces and supersedes all previous and extant industrial, enterprise and unregistered agreements (including variations thereof) that applied immediately prior to the commencement of this Agreement.
- 1.3 The term of this Agreement is three years commencing on and from the date of approval by SAET.
- 1.4 Negotiations for a new Agreement may commence not earlier than six (6) months prior to the nominal expiry of this Agreement.

2. PARTIES BOUND

- 2.1 This Agreement is binding on:
- 2.1.1 The Chief Executive, Department of Treasury and Finance (as the declared public employer under the *Fair Work Act 1994*) and the Chief Executive, Department for Health and Wellbeing (CE, DHW) in relation to employees bound by this Agreement;
- 2.1.2 Senior Visiting Dental Specialists and Visiting Dental Specialists employed under the *Health Care Act 2008*, whose classification appears in Schedule 1.

3. INTERPRETATION

- 3.1 In this Agreement, unless the contrary intention appears:

| | |
|-----------------------|--|
| "DHW" | Means the Department for Health and Wellbeing (howsoever named from time to time). |
| "employee" | Means an employee engaged under the <i>Health Care Act 2008</i> as a Visiting Dental Specialist or a Senior Visiting Dental Specialist with a classification specified in Schedule 1. |
| "Employing Authority" | Means the Chief Executive, Department for Health and Wellbeing (CE, DHW), or delegate thereof, in the capacity of an “Employing Authority” under the <i>Health Care Act 2008</i> (SA). |
| “Head of Unit” | Means a Senior Visiting Dental Specialist who has been appointed to that position and who is responsible for: (a) providing strategic leadership and co-ordination of client focused high quality services; (b) administrative and financial management of the Unit; (c) managing the performance and development of specialist staff; (d) providing advice to the Adelaide Dental Hospital General Manager and Executive on matters relating to the area of specialty; and (e) facilitating a collaborate approach with other aspects of public dental services. |

| | |
|-------------------------------------|--|
| "HR Manual" | Means the SA Health (Health Care Act) Human Resources Manual (as varied from time to time). |
| "SA Health" | Means the South Australian public health sector established under the <i>Health Care Act 2008</i> and includes the Department of Health & Wellbeing, Local Health Networks, SA Dental and health agencies. |
| "Senior Visiting Dental Specialist" | Means a dental practitioner who: (a) is registered as a Dental Specialist with the Australian Health Practitioner Regulation Authority; (b) has practised in their area of specialty for at least five years; (c) is carrying on the business of a private dental practice; and (d) is appointed by the Employing Authority as a Senior Visiting Dental Specialist. |
| "Tribunal" & "SAET" | Means the South Australian Employment Tribunal. |
| "Visiting Dental Specialist" | Means a dental practitioner who: (a) is registered as a Dental Specialist with the Australian Health Practitioner Regulation Authority; (b) is carrying on the business of a private dental practice; and (c) is appointed by the Employing Authority as a Visiting Dental Specialist. |
| "week" | Means a calendar week. |

- 3.2 In this Agreement, unless the contrary intention appears, a reference to an Act or other legislative instrument means the instrument as varied, superseded or substituted from time to time; and a reference to writing includes by electronic means.

4. OBJECTS AND COMMITMENTS

- 4.1 The objects of this Agreement are to enable SA Health and employees party to this Agreement to be, and contribute to, a dynamic, productive, flexible and responsive dental health service; to meet the service delivery objectives of SA Health and SA Dental; and to support and develop a capable, flexible and mobile dental workforce.
- 4.2 The parties acknowledge that the provision of dental health services in South Australia is subject to ongoing development and restructuring to pursue and provide quality public health services and outcomes; and acknowledge the importance of reform, innovation and improvement.
- 4.3 The parties are committed to engaging effectively in ongoing improvement; clinical change and workforce reform initiatives to achieve ongoing health service improvements in productivity and efficiencies in the delivery and support of oral health.
- 4.4 The parties recognise that Senior Visiting Dental Specialists and Visiting Dental Specialists are subject to ethical and professional obligations concerning patient care and the clinical practice of dentistry and specialist dentistry, in conjunction with the management and delivery of specialist dental services.

PART B – APPOINTMENT AND CONSULTATION

5. APPOINTMENT

- 5.1 An employee may be appointed by the Employing Authority as a Visiting Dental Specialist or Senior Visiting Dental Specialist for up to three (3) years.
- 5.2 A Visiting Dental Specialist who has practised in their area of specialty for five (5) years will be appointed as a Senior Visiting Dental Specialist unless the Employing Authority determines that they have not gained sufficient experience during that time. Such reclassification will have no impact on the employee's term of appointment. If the Employing Authority determines that they have not gained sufficient experience during that time, the Employing Authority will provide the Visiting Dental Specialist with written notification confirming that they have not met the criteria to be reclassified, and why they have not met the criteria.
- 5.3 The Employing Authority may, in their absolute discretion, waive or vary the requirement that an employee be carrying on the business of a private dental practice but only in relation to an employee who was engaged as a Senior Visiting Dental Specialist at the time this Agreement commenced.
- 5.4 An employee's specified hours of work will not exceed 20 hours per week, or an average of 20 hours per week over 4 weeks, unless the prior written approval of the CE, DHW, or of the applicable delegate within SA Dental, has at their absolute discretion, first been obtained.
- 5.5 Unless otherwise negotiated and confirmed in writing, an employee will be available for forty eight (48) weeks per year.
- 5.6 An employee will give the Employing Authority, or applicable delegate within SA Dental, at least three (3) months written notice of resignation.
- 5.7 An employee must inform the Employing Authority if the employee intends to definitely cease carrying on the business of a private dental practice.

6. DUTIES

- 6.1 An employee will perform the duties applicable or related to their appointment; comply with applicable legislation, and professional standards of behaviour and practice; and observe and conform to all SA Health policies and procedures and the Public Sector Code of Conduct.
- 6.2 An employee will not disclose or divulge any personal, medical, confidential or other information of any person engaged in SA Health; relating to any patient of SA Health; or concerning the management, commercial interests or intellectual property of SA Health, the Employing Authority or SA Dental, obtained in the course of employment other than when the employee is authorised or required by law or by the Employing Authority.

7. TEACHING AND SUPPORT

The parties acknowledge the important role of employees in providing support to junior dental staff and specialist trainees in the achievement and maintenance of a capable and competent dental workforce; and that an adequate level of training for junior dental staff is necessary to the maintenance of acceptable standards of quality and safety. An employee's rostered clinical sessions may therefore include time supporting training.

8. CONSULTATION

- 8.1 The parties commit to the following consultative principles.
 - 8.1.1 Consultation involves the sharing of information and the exchange of views between the Employing Authority and employees and, as applicable, their representatives and the opportunity for them to contribute to any decision-making process;

- 8.1.2 The Employing Authority will consult in good faith, not simply advise what will be done;
- 8.1.3 Effective workplace relations require appropriate consultation between the parties on a regular basis;
- 8.1.4 Workplace change which will affect a significant number of employees should not be implemented before appropriate consultation has occurred with employees and, as applicable, their representatives;
- 8.1.5 Employee representatives will be given the opportunity to adequately consult with the people they represent in the workplace, in relation to any proposed changes that affects employee working conditions or the service that employees provide.

PART C – CONDITIONS

9. HOURS & WORK FLEXIBILITY

- 9.1 Employees will be rostered to work clinical sessions in accordance with this clause.
- 9.2 Unless otherwise agreed in writing between the Employing Authority and an employee:
 - 9.2.1 each clinical session will be for no more than 4 hours;
 - 9.2.2 an employee will be engaged for no more than 20 hours in any week, or an average of 20 hours per week over 4 weeks.
- 9.3 The contract of employment will specify the days and times of an employee's clinical sessions, which may be varied by agreement or by the Employing Authority on 6 weeks notice.

10. REMUNERATION

- 10.1 Subject to this clause and the employee performing their specified hours of work for which they are rostered and employed, the employee shall be paid at the appropriate rate specified in Schedule 1.
- 10.2 The rates prescribed in Schedule 1 are "all-in" payments, which include provision for recreation leave and sick and family/carer's leave.
- 10.3 The Employing Authority is not liable to make payment of any hourly (or part hourly) rate beyond the employee's specified hours of work unless the express prior written consent of the Employing Authority or applicable delegate within SA Dental has been obtained.
- 10.4 Monies due and payable pursuant to this Agreement will be payable fortnightly in arrears.

One-off Payment

- 10.5 Subject to this clause, an employee working 20 hours per week (or an average of 20 hours per week over a 4 week period) will be paid a "one-off payment" of \$530 as soon as practicable after approval of the Agreement by the Tribunal.
 - 10.5.1 The one-off payment will:
 - 10.5.1.1. be adjusted on a pro rata basis for employees working less than 20 hours per week (or less than an average of 20 hours per week over 4 weeks) based on the hours worked against 20 hours per week and the point in time to be used for determining a pro rata amount will be the date of approval by the SAET of this Agreement; and
 - 10.5.1.2. not count for any other purpose whatsoever despite any other term of this Agreement, or any applicable award, unregistered agreement, contract of employment, formal or informal local or agency practice, or otherwise; nor will it operate as a precedent for any future or other agreement.

10.5.2 This clause will only apply to an employee who is both bound by this Agreement and employed as at the date of approval by the SAET of this Agreement; and will cease to have any further effect in relation to an employee following payment pursuant to this clause.

Note: The detail about methodology and eligibility applicable to this “one-off payment” is included in the ‘Fact Sheet: One-off Payment’ as per the ‘Agreement Explained’.

11. SALARY SACRIFICE

- 11.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement (**SSA**). A SSA is the formal administrative instrument between the Employing Authority and the employee which enables salary packaging arrangements to be put in place.
- 11.2 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Agreement will be the salary payable under the SSA, notwithstanding any other provision in, or Schedule of, this Agreement.
- 11.3 Salary for the purposes of calculating the amount which may be sacrificed will include all earnings under this Agreement.
- 11.4 Where, on cessation of employment, the Employing Authority or health unit makes a payment in lieu of notice, or a payment in respect of any accrued long service leave (instead of transferring leave credits to another health unit in the event the employee immediately becomes employed by that health unit), the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

12. PAID MATERNITY/ADOPTION/SURROGACY LEAVE

- 12.1 Paid maternity leave, paid adoption leave and paid leave to enable parent-child relationships through surrogacy parenting applies in accordance with this clause. For the purposes of this clause maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.
- 12.2 Subject to this clause, an employee who has completed twelve (12) months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable), is entitled to: sixteen (16) weeks paid maternity or adoption leave (as applicable) (“the applicable maximum period”). “Adopted child” means a child under 16 years of age.
- 12.3 An employee, who at the time of commencing such paid maternity or adoption leave, has been employed in the SA public sector for not less than five (5) years (including any periods of approved unpaid leave), will instead be entitled to twenty (20) weeks (“the applicable maximum period”).
- 12.4 The following conditions apply to an employee applying for paid maternity or paid adoption leave:
 - 12.4.1 The total of paid and unpaid maternity/adoption/parental/special leave is not to exceed 104 calendar weeks in relation to the employee's child. For the purposes of this clause, child includes children of a multiple birth/adoption/surrogacy
 - 12.4.2 An employee will be entitled to the applicable maximum period, paid at the employee's ordinary rate of pay from the date maternity/adoption/surrogacy leave commences. Paid maternity/adoption/surrogacy leave is not to be extended by full day or part-day public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
 - 12.4.3 At the time of applying for paid maternity/adoption/surrogacy leave, the employee may elect in writing:

- 12.4.3.1. To take the paid leave in 2 periods split into equal portions during the first 12 months of the commencement of their paid leave; or
- 12.4.3.2. To take the paid leave at half pay in which case, notwithstanding any other clause of this Agreement, the employee will be entitled, during the period of leave, to be paid at half the ordinary rate of pay from the date maternity/adoption/surrogacy leave commences; or
- 12.4.3.3. A combination of 12.4.3.1 and 12.4.3.2.
- 12.4.4. Payment under this clause for an employee working less than 20 hours per week (or an average of 20 hours per week over a 4 week period) will be worked out according to the average number of contracted hours worked during the immediately preceding 12 months (disregarding any periods of leave of absence).
- 12.4.5. Where both prospective parents are employees covered by this Agreement; or if the other prospective parent is an employee of the South Australian public sector and the other parent is taking paid leave in accordance with this clause (i.e. the other prospective parent is not covered by this Agreement but is employed in the South Australian public sector), the period of paid maternity/adoption/surrogacy leave (as applicable) may be shared by both employees, provided that the total period of paid maternity or adoption leave does not exceed the applicable maximum period and that the leave is taken in periods of not less than four weeks and has regard to the operational needs of SA Health. Parents who are employees of the South Australian public sector but are covered by different enterprise agreements may only share a period of paid maternity or adoption leave arising under one or other enterprise agreement (i.e. it is not intended that a public sector employee would somehow have access to more than one entitlement to paid maternity/adoption/surrogacy leave in respect of a child/ren).
- 12.4.6. The entitlements in this clause will be in addition to the federal *Paid Parental Leave Act 2010* (CT) (as amended from time to time).

13. LEAVE OF ABSENCE

The Employing Authority or applicable delegate within SA Dental will not unreasonably refuse to grant an application for leave of absence without pay, including but not limited to applications to enable employees to provide or undertake compulsory professional development.

14. LONG SERVICE LEAVE

- 14.1. An employee is entitled to long service leave in accordance with the provisions of the HR Manual, provided that the rate of accrual will be as specified in clause 7 of Part 6 of Schedule 1 of the *Public Sector Act 2009*. This clause does not affect an entitlement to long service leave or payment in lieu of long service leave that accrued before 1 July 2011, nor the operation of the *Statutes Amendment (Budget 2010) (Long Service Leave) Proclamation 2011* (Gov. Gaz. 16/6/2011 at page 2609).

PART D – OTHER

15. WORK HEALTH AND SAFETY

- 15.1. The parties are committed to, and acknowledge the mutual benefit to, and mutual responsibility of, the Employing Authority and employees for maintaining a safe and healthy work environment in accordance with applicable legislation.
- 15.2. The parties acknowledge their responsibilities under relevant legislation for duty of care both as an employer as well as an employee.

- 15.3 The parties will endeavour to achieve and maintain best practice in preventing and minimising workplace injuries and illness in order to: improve workplace health and safety and return to work performance; and reduce human and workplace costs of injury or illness.

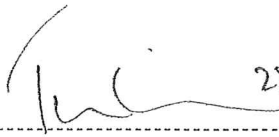
16. DISPUTE RESOLUTION

- 16.1 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion and the avoidance of interruption to work performance.
- 16.2 All parties have a right to seek representation in order to resolve any dispute.
- 16.3 Any grievance or dispute will be handled as follows:
- Stage 1 Discussions between the employee/s and supervisor/manager.
 - Stage 2 Discussions involving the employee/s and nominated delegates with a management representative.
 - Stage 3 Discussions involving nominated delegates with a representative of Workforce Services of the Department for Health and Wellbeing.
 - Stage 4 Referral to South Australian Employment Tribunal.
- 16.4 Sensible time limits will be allowed for the completion of the various stages of the discussions. Discussions outlined in stages (1) and (2) above will, if possible, take place within 24 hours after the request of the employee/s or the employee/s' representative.
- 16.5 A dispute will not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.
- 16.6 There is to be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may give rise to a grievance or dispute. Throughout all stages of the procedure all relevant facts are to be clearly identified and recorded.
- 16.7 The parties will ensure that all practices applied during the operation of the procedure are in accordance with safe working practices.

17. NO EXTRA CLAIMS

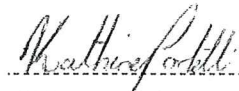
- 17.1 This Agreement will be taken to have satisfied and discharged all claims of any description (whether as to monies or conditions).
- 17.2 The rates of pay provided for in this Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Agreement, arising out of the General Review of Award Wages and Minimum Standard for Remuneration (or its equivalent), including safety net adjustments, living wage adjustments or general increases, howsoever described.
- 17.3 Subject to this clause, the Employing Authority and Employees undertake that for the term of this Agreement, they (jointly and severally) will not pursue any further or other claims within the parameters of this Agreement.

18. SIGNATORIES


 28 / 1 / 22

Chief Executive, Department of
Treasury and Finance
(as the declared employer for the
purposes of the *Fair Work Act 1994*
(SA))

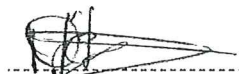
PER: TOM KIDMAN,
DIRECTOR INDUSTRIAL RELATIONS

 28 / 1 / 22

Witness Katherine Perelli

 25 / 1 / 22

Chief Executive, Department of Health
and Wellbeing

 25 / 1 / 2022

Witness Nicole Chapman

 27 / 1 / 2022

Dr Helen McLean AM

 27 / 1 / 2022

Witness

SCHEDULE 1: HOURLY RATES

The following "all-in" rates, which include provision for recreation leave and sick and family carer's leave, shall be payable per hour (and pro-rata to the nearest ¼ hour for any period less than an hour). These "all in" rates do not include compulsory superannuation contributions.

No payment shall be made in respect of any period in excess of twenty (20) hours per week except as provided in this Agreement.

| | Hourly Rates: First Full Pay Period (ffpp) to commence on or after: | | | | |
|-----------------------|--|---------------------------|--------------------------|---------------------------|---------------------------|
| Classification | Current Hourly Rate 1/10/2019 | Hourly Rate 01/08/2021 | Hourly Rate 1/08/2022 | Hourly Rate 01/08/2023 | Hourly Rate 01/08/2024 |
| | \$/hr | \$/hr | \$/hr | \$/hr | \$/hr |
| DOV-1 | 164.40 | 166.90 | 169.40 | 171.90 | 174.50 |
| DOV-2 | 182.20 | 184.90 | 187.70 | 190.50 | 193.40 |
| DOV-3 | 205.10 | 208.20 | 211.30 | 214.50 | 217.70 |

DOV-1 means a Visiting Dental Specialist

DOV-2 means a Senior Visiting Dental Specialist

DOV-3 means a Senior Visiting Dental Specialist whose appointment specifies in writing that they are also appointed as a "Head of Unit"