

T14461 OF 2016

Industrial Relations Act 1984
s55 Industrial Agreement



DENTAL OFFICERS AGREEMENT 2016

Between the

Minister administering the *State Service Act 2000*

and the

Community & Public Sector Union (State Public Services Federation
Tasmania) Inc;

Health Services Union, Tasmania Branch



1. TITLE

This Agreement shall be known as the **Dental Officers Agreement 2016**.

2. ARRANGEMENT

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3. PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000*, the Community and Public Sector Union (State Public Services Federation Tasmania) Inc., and the Health Services Union, Tasmania Branch.



4. APPLICATION

This Agreement is made in respect of all employees employed and working as Dental Officers in the Tasmanian Health Service (THS) who occupy positions classified in accordance with Appendix 11 of the Health and Human Services (Tasmanian State Service) Award (HAHSA).

5. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and HAHSA, the Tasmanian State Service Award (TSSA), or any registered Agreement with the Minister administering the *State Service Act 2000*.

6. DATE AND PERIOD OF OPERATION

- (i) This Agreement has effect from the date of registration and will remain in force until 30 June 2018.
- (ii) The parties agree to commence negotiations for a replacement Agreement on or before 30 April 2018.

7. SALARY INCREASES

The salaries to be paid according to this Agreement are specified in Schedule 1.

These salaries will increase by:

- (i) 2 per cent from the first full pay period commencing on or after (ffppcoa)1 December 2016
- (ii) 2 per cent from the first full pay period commencing on or after (ffppcoa)1 December 2017

8. NOVATED LEASE

- (i) Employees may elect to salary sacrifice a proportion of their salary for the novated lease of a motor vehicle subject to compliance with any Tasmanian or Commonwealth government directive and legislation.
- (ii) All salary sacrifice arrangements are to be administered by an organisation nominated by the employer following consultation with unions.



- (iii) All fringe benefits tax, other tax liabilities, and/or direct administrative costs incurred by a salary sacrifice arrangement under this clause is the employee's responsibility and does not create any employer liability.
- (iv) The salary payable to an employee who enters into a salary sacrifice arrangement is the salary payable under that arrangement.
- (v) Payment of an accrued leave entitlement, or in lieu of notice, made to an employee who ceases employment and employer and employee superannuation contributions and overtime and penalty payments are based on the salary that would have been payable had the salary sacrifice agreement not existed.
- (vi) An employee who withdraws from a salary sacrifice arrangement is required to comply with the requirements of the administrator of that arrangement.

9. LACTATION BREAKS/FACILITIES

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.

10. CASHING OUT OF RECREATION LEAVE

An employee and employer may agree for the employee to cash out a particular amount of their accrued recreation leave subject to:

- (i) The amount of recreation leave to be cashed out cannot result in the employee's remaining accrued entitlement being less than one (1) year's entitlement; and
- (ii) Cashing out of a particular amount of excess recreation leave must be by separate agreement in writing between the employer and the employee; and
- (iii) The employee is to be paid the amount of salary that would have been payable had the employee taken the leave that is now forgone; and
- (iv) The employee and the employer are to agree on an amount of accrued recreation leave that the employee is required to access in the year in which the leave is to be cashed out.



11. EMAIL AND INTERNET ACCESS

- (i) Wherever practicable the employer is to provide all employees with an email account and access to the internet.
- (ii) Employees are to comply with relevant policy on the use of both email and internet.

12. WAGE RELATED ALLOWANCES

Unless specified separately in this Agreement, all the monetary allowances in this Agreement will be automatically adjusted upward from 1 July each year by the same percentage as the salary rate for lowest level of the Dental Officer Level 3 classification increases between 1 July in the preceding year and 30 June of that year.

13. NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.

14. DISPUTE SETTLING PROCEDURE

In circumstances where discussions and negotiations between the parties fail to resolve a matter arising out of this Agreement a party may choose to refer that matter to the Tasmanian Industrial Commission for conciliation or arbitration.



15. SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed:



Name:

Frank Ogle

Date:

19.12.16

SIGNED FOR AND ON BEHALF OF

Community and Public Sector Union (State Public Services Federation
Tasmania) Inc.

Signed:



Name:

Tom Lynch

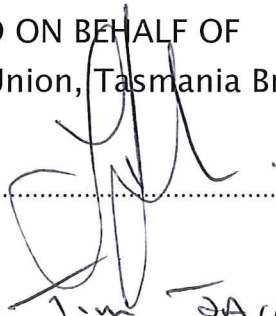
Date:

19.12.2016

SIGNED FOR AND ON BEHALF OF

Health Services Union, Tasmania Branch

Signed:



Name:

Tim JACOBSON

Date:

19/12/16



SCHEDULE 1 – SALARY RATES

| Classification | Current | ffppcoa 1 Dec 2016 | ffppcoa 1 Dec 2017 |
|--------------------------------|------------|-----------------------|-----------------------|
| Dental Officers Level 1 Year 1 | \$ 102,225 | \$ 104,270 | \$ 106,355 |
| Dental Officers Level 1 Year 2 | \$ 108,501 | \$ 110,671 | \$ 112,884 |
| Dental Officers Level 2 Year 1 | \$ 120,580 | \$ 122,992 | \$ 125,451 |
| Dental Officers Level 2 Year 2 | \$ 121,933 | \$ 124,372 | \$ 126,859 |
| PROMOTION | | | |
| Dental Officers Level 3 Year 1 | \$ 124,812 | \$ 127,308 | \$ 129,854 |
| Dental Officers Level 3 Year 2 | \$ 137,755 | \$ 140,510 | \$ 143,320 |
| Dental Officers Level 3 Year 3 | \$ 144,645 | \$ 147,538 | \$ 150,489 |
| Dental Officers Level 3 Year 4 | \$ 151,532 | \$ 154,563 | \$ 157,654 |
| Dental Officers Level 3 Year 5 | \$ 159,168 | \$ 162,351 | \$ 165,598 |
| Dental Officers Level 3 Year 6 | \$ 160,714 | \$ 163,928 | \$ 167,207 |
| PROMOTION | | | |
| Dental Officers Level 4 Year 1 | \$ 162,475 | \$ 165,725 | \$ 169,039 |
| Dental Officers Level 4 Year 2 | \$ 170,599 | \$ 174,011 | \$ 177,491 |
| Dental Officers Level 4 Year 3 | \$ 172,202 | \$ 175,646 | \$ 179,159 |
| PROMOTION | | | |
| Dental Officers Level 5 Year 1 | \$ 178,721 | \$ 182,295 | \$ 185,941 |
| Dental Officers Level 5 Year 2 | \$ 180,365 | \$ 183,972 | \$ 187,652 |
| PROMOTION | | | |
| Dental Officers Level 6 Year 1 | \$ 186,746 | \$ 190,481 | \$ 194,291 |
| Dental Officers Level 6 Year 2 | \$ 188,530 | \$ 192,301 | \$ 196,147 |



SCHEDULE 2 – PURCHASED LEAVE SALARY RATES

| Classification | Current | PLS salary ffppcooa 1 Dec 2016 | PLS salary ffppcooa 1 Dec 2017 |
|--------------------------------|------------|--------------------------------------|--------------------------------------|
| Dental Officers Level 1 Year 1 | \$ 98,698 | \$ 100,672 | \$ 102,686 |
| Dental Officers Level 1 Year 2 | \$ 104,758 | \$ 106,853 | \$ 108,990 |
| Dental Officers Level 2 Year 1 | \$ 116,420 | \$ 118,748 | \$ 121,123 |
| Dental Officers Level 2 Year 2 | \$ 117,726 | \$ 120,081 | \$ 122,482 |
| PROMOTION | | | |
| Dental Officers Level 3 Year 1 | \$ 120,506 | \$ 122,916 | \$ 125,374 |
| Dental Officers Level 3 Year 2 | \$ 133,002 | \$ 135,663 | \$ 138,376 |
| Dental Officers Level 3 Year 3 | \$ 139,655 | \$ 142,448 | \$ 145,297 |
| Dental Officers Level 3 Year 4 | \$ 146,304 | \$ 149,230 | \$ 152,215 |
| Dental Officers Level 3 Year 5 | \$ 153,677 | \$ 156,750 | \$ 159,885 |
| Dental Officers Level 3 Year 6 | \$ 155,169 | \$ 158,273 | \$ 161,438 |
| PROMOTION | | | |
| Dental Officers Level 4 Year 1 | \$ 156,870 | \$ 160,007 | \$ 163,207 |
| Dental Officers Level 4 Year 2 | \$ 164,713 | \$ 168,008 | \$ 171,368 |
| Dental Officers Level 4 Year 3 | \$ 166,261 | \$ 169,586 | \$ 172,978 |
| PROMOTION | | | |
| Dental Officers Level 5 Year 1 | \$ 172,555 | \$ 176,006 | \$ 179,526 |
| Dental Officers Level 5 Year 2 | \$ 174,142 | \$ 177,625 | \$ 181,178 |
| PROMOTION | | | |
| Dental Officers Level 6 Year 1 | \$ 180,303 | \$ 183,909 | \$ 187,588 |
| Dental Officers Level 6 Year 2 | \$ 182,026 | \$ 185,666 | \$ 189,380 |

