



**getGP has developed the following set of Guidelines for the employment of Subsequent and Elective Term Registrars based on, and as an extension of, the National Minimum Terms and Conditions for Basic and Advanced GP Terms agreed between the GPRA and NGPSA. getGP encourages Practices and Registrars to negotiate employment conditions that are appropriate in meeting the needs of all parties. It should be understood that getGP Registrars can only be employed during their training under an employee-employer relationship.**

## **2008 GETGP GUIDELINES FOR THE EMPLOYMENT OF SUBSEQUENT/ELECTIVE GP TERMS**

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### **1. Preamble**

- 1.1 The agreement about minimum terms and conditions for employment of registrars during basic and advanced GP terms is operative from the commencement of the 2008 GP training year and is intended for use throughout the Australian General Practice Training Program (“AGPTP”). These minimum terms and conditions apply, by agreement between General Practice Registrars Australia (“GPRA”) and the National General Practice Supervisors’ Association (“NGPSA”), to all GP Registrars who are employed in private medical practices as part of the AGPTP.
- 1.2 The minimum terms and conditions for basic and advanced GP terms are to be reviewed and updated nationally by three representatives each of the GPRA and NGPSA in July 2006, and every two years thereafter. The Australian Medical Association Ltd (“AMA”) agrees to notify the GPRA and NGPSA when the review is due and to assist them in reaching agreement on the terms of the update.
- 1.3 The agreement continues in force, and applies to all registrars and supervising practices, until agreement is reached on the terms of the next update.

### **2. Purpose and Application**

- 2.1 The getGP guidelines for subsequent/elective GP terms will have be reviewed and amended following agreement between the GPRA and NGPSA about minimum terms and conditions for basic and advanced GP terms (see above).
- 2.2 These guidelines for terms and conditions in Subsequent/Elective GP terms are intended to establish a fair and reasonable basis of employment for registrars in order to support an appropriate educational environment.
- 2.3 The guidelines are intended to reflect and uphold the standards of General Practice training.

### **3. Statement of Goodwill**

By providing these guidelines getGP seeks to encourage a mutual attitude of goodwill between the GP registrar (“registrar”) and the training practice (“practice”) to obtain maximum benefit from this term of training and employment. All reasonable efforts should be made to work and learn together in a spirit of mutual trust and goodwill. It should be noted that the guidelines are not comprehensive and that every effort should be made by the registrar and the practice to reasonably discuss and resolve other difficulties which may arise.

### **4. Nature of Employment**

4.1 A registrar participating in GP training placements in the training program must be employed by the practice. An employment agreement will be negotiated between the practice and the registrar that at least satisfies the minimum terms and conditions contained in, and using the framework defined in, these guidelines.

#### *4.2 Written Personal Employment Contract*

4.2.1 Pursuant to the requirements of General Practice training, a registrar should be employed as an individual employee (not as a contractor, company, trust, or any other legal entity) under a written employment contract. A copy of the employment contract (signed by the employer or supervisor and the registrar) must be provided to the registrar prior to commencement of his/her employment in a training position.

4.2.2 An Australian Defence Force Registrar may be bound by employment contracts that differ from the requirements outlined in 3.2.1 above.

### **5. Work Hours**

#### *5.1 Ordinary Hours*

5.1.1 The ordinary hours of the registrar are calculated as the time between commencing and finishing work each day. Ordinary hours do not include on-call time and meal breaks. Ordinary hours include:

a) normal general practice activities such as:

- Scheduled consulting time (whether seeing patients or not)
- Home, hospital and nursing home visits including travel time
- Administrative time (e.g. writing notes, telephone calls, reports)

b) practice based teaching time; and

c) educational release time.

5.1.2 If the registrar is employed on a full time basis, the ordinary hours of the registrar shall:

- a) be 38 hours per week averaged over 4 weeks, of which not less than 27 hours per week averaged over 4 weeks shall be scheduled patient contact time;
- b) be worked over at least four days per week averaged over 4 weeks;
- c) be worked in periods of not less than 3 hours and no greater than 12 hours on any one day;
- d) be worked on the basis that ordinary hours, for payment purposes, are between 8am to 8pm Monday to Friday and 8am to 1pm on Saturday. The distribution of ordinary hours, particularly on Saturdays, shall be no more onerous than that of other full-time doctors in the practice, including the supervisor;
- e) include formal set aside practice based teaching averaged over 4 weeks of 1 hour each week.
- f) include 1 session per month for educational cluster group meetings.
- g) include 2 days each 6 months release time for attendance at education workshops/activities

5.1.3 If the registrar is employed on a part-time basis, all the conditions in this agreement apply on a pro rata basis. The ordinary hours of a part time registrar shall:

- a) be not less than 3 sessions per week with at least 9 hours of patient contact;
- b) be worked over not less than 2 days per week;
- c) be worked in periods of not less than 3 hours and no greater than 12 hrs on any one day;
- d) be worked on the basis that ordinary hours, for payment purposes, are between 8am to 8pm Monday to Friday and 8am to 1pm on Saturday. The distribution of ordinary hours, particularly on Saturdays, shall be equitable with that of full-time doctors in the practice, including the supervisor;
- e) include formal practice based teaching averaged over 4 weeks of ½ hour each week.
- f) include 2 days each 6 months release time for attendance at education workshops/activities.

*(Notes:*

*1. Part-time registrars are required to complete all educational activities in the same year.*

*2. Educational release and teaching time for part-time training is equivalent to half that for full-time training irrespective of the actual numbers of hours worked each week. This is taken into account in determining practice subsidies).*

## 5.2 *After Hours*

Where a practice is normally open outside of ordinary hours, the registrar may be rostered to work. This is considered to be a normal part of general practice. These arrangements shall be no more onerous than those of other full time doctors in the practice (pro rata for part-time registrars).

## 5.3 *On Call*

The registrar may be rostered to be on call. This is considered to be a normal part of general practice. These arrangements shall be no more onerous than those of other full time doctors in the practice (pro rata for part-time registrars).

## 5.4 *Personal Safety*

Any reasonable concerns for the personal safety of a registrar working alone after hours will be considered and discussed by the supervisor and registrar when making after hours work arrangements.

## 6. **Supervision**

6.1 The supervisor, or their delegate, must be on site during ordinary hours for 25% of the time.

6.2 When off-site the supervisor must be available by phone or make arrangements for a delegate to be available.

6.3 Appropriate, mutually agreed supervision must be available at all times for after hours and on-call work.

6.4 The supervisor or another appropriate resource, such as ambulance service, psychiatric service or police, should be available to attend in person, should the registrar request this in the event of an emergency.

## 7. **Remuneration**

### 7.1 *Pay for ordinary hours*

7.1.1 The following salaries are based on a full-time, 38 hour week and take into account recommended scheduled patient consulting hours and the number of patients seen in this time, Medicare rebates, practice subsidy and PIP. Time for teaching/educational release/admin/home visits etc has also been considered as part of the full time (38 hours) week.

7.1.2 Gross billings include any fees generated via the registrar's provider number. This includes patient fees and service incentive payments.

7.1.3 Part-time salaries shall be calculated on a pro rata basis, and in addition to patient contact time, the minimum salary shall include between 1 and 1 ½ hours of administration time per week (i.e. approximately 20 mins per session) and 30 minutes per week of formal set aside practice based teaching; and 30 minutes per week of educational release time (*Note: applies only for the year in which the registrar undertakes education release activities. See section 4.1.3 above.*)

7.1.4 The minimum remuneration for a full time subsequent term registrar is:

a) An annual salary of \$85,073.32 (\$1636.03/week), plus 9% superannuation.

Or

b) 45% of in hours gross billings, plus 9% superannuation, calculated over a 3 monthly cycle,

whichever is the greater.

*(The minimum salary has been calculated using patient consulting time as 3 ½ hours, teaching time as 1 hour, educational release as 30 minutes and administration time as 3 hours per week. Administration, including report writing, is expected to occur during ordinary hours.)*

7.1.5 A review of remuneration and pay cycles should occur after 3 months of employment.

7.1.6 For the purposes of 7.1.4:

a) The fortnightly rate of pay will be ascertained by applying the following formula:

$$\text{Fortnightly Rate of Pay} = \frac{\text{Annual Salary}}{26}$$

c) The hourly rate of pay will be ascertained by applying the following formula:

$$\text{Hourly Rate of Pay} = \frac{\text{Fortnightly Rate of Pay}}{76}$$

7.1.7 The minimum rate of remuneration stated in section 7.1.4 above shall apply from the start of the 2006 training year.

## 7.2 Pay for additional ordinary hours

Overtime is calculated on weekly hours (excluding on call work) in excess of 38 averaged over a 4-week cycle. By agreement overtime can be:

a) taken as time off in lieu at the ordinary time rate (ie an hour for each hour worked), at a time agreed between registrar and supervisor, but within one month).

or

b) paid at 150% of the ordinary time rate, plus 9% superannuation.

### 7.3 Pay for after hours and on call

7.3.1 For after hours and on-call work at the practice or off site, the registrar will be paid a minimum 55% of gross billings, plus 9% superannuation.

7.3.2 Where after hours and on-call involves hospital – based work the registrar will be paid a minimum 55% of gross billings, plus superannuation, plus 55% of the on-call allowances paid by rural hospitals where applicable.

### 7.4 Time of Payment

7.4.1 A registrar's salary for all work undertaken in connection with the practice shall be calculated, according to billings, and paid at least fortnightly and will not be delayed pending payment for consultations.

7.4.2 Payment for hospital work will be paid in accordance with the hospital billing cycle.

7.4.3 The payment should be accompanied by a printed pay slip showing billings, gross pay, tax withheld, superannuation, any allowances, and anything else required by law.

### 7.5 Income Tax

The practice will comply with the requirements of the Income Tax Assessment Act and income tax law including deducting PAYG tax.

## 8. **Leave**

### 8.1 Annual Leave

8.1.1 A registrar shall be paid no less than two weeks annual leave per 6 months full-time period (pro rata for a part-time registrar). Any unused leave shall be paid out on termination of employment. There is no leave loading entitlement.

8.1.2 Annual leave will be paid at the registrar's current relevant base weekly wage or an average of weekly earnings for ordinary hours calculated since the commencement of employment, whichever is the greater.

## 8.2 Personal/Carers Leave

8.2.1 Personal/carer's leave means leave taken due to personal illness or injury (sick leave); or to provide care or support for a member of the registrar's immediate family or household who requires care or support due to personal illness or injury, or an unexpected emergency (carer's leave)

8.2.2 Unless otherwise specified under legislation, paid personal/carers leave for a full time registrar is accrued on the basis of 1/26 of the number of ordinary hours worked during the previous completed four week period.

For a full time registrar working 38 hours per week, this will amount to 38 hours (ie: 5 days) over a 26-week term.

8.2.3 A full time registrar working 38 hours per week will be entitled to an advance of 38 hours paid personal/carers leave for each 6 months fulltime period of employment on commencement of the term. For a part time registrar this shall be calculated on a pro rata basis.

8.2.4 In the event the registrar has taken unaccrued personal/carers leave and terminates her/his employment, the practice is entitled to withhold an amount equivalent to those hours taken as unaccrued sick leave.

8.2.5 The calculation of pay for personal/carers leave shall not be on a percentage of billings, but each day off sick, shall be paid as follows:

Subsequent term registrars:  $\$1,636.03/38\text{hours} = \$43.05$  per hour

8.2.6 Personal/carers leave is calculated on a pro rata basis for part time registrars using the formula prescribed in 8.2.2 above

8.2.7 A Registrar is entitled to an additional two days of unpaid carer's leave on each occasion that a member of the Registrar's immediate family or household requires care and support due to illness, injury, or an unexpected emergency.

8.2.8 Unpaid carer's leave can only be taken once all paid personal/carer's leave entitlements have been used.

## 8.3 Compassionate Leave

A Registrar shall be entitled to up to two days paid compassionate leave, which can be taken upon the death of a member of the Registrar's immediate family or household, or to spend time with a seriously ill, injured or dying person who is a member of the Registrar's immediate family or household.

8.4 For the purposes of 8.2 and 8.3 above, immediate family or household means the Registrar's spouse (including de facto spouse, former spouse, or former de facto spouses), child, parent, grandparent, grandchild or sibling. In addition, immediate family includes the child, parent, grandparent, grandchild or sibling of the Registrar's current or former spouse (including de facto spouses).

#### 8.5 Parental Leave

Parental leave requirements are dealt with extensively under Federal, State and Territory Legislation. Arrangements for parental leave of up to 52 weeks, which includes maternity, paternity and adoption leave, should be discussed between the Registrar and the employer having regard to the applicable legislation.

### 9. **Public Holidays**

9.1 A Registrar who normally works ordinary hours on the day of the week on which a public holiday falls is entitled to that public holiday as paid leave (ie. that day is part of the registrar's ordinary hours of work for that week).

9.2 If a registrar works on a public holiday:

9.2.1 In a practice that is open for normal consultations, then the registrar will receive their normal salary and a paid day off in lieu (or half day, if only one session was worked on the holiday).

9.2.3 In an on call capacity for a practice which is closed for normal consultations, then the registrar will receive their normal salary and additionally the relevant on call payment for their billings for that day. In this instance the registrar is not entitled to a paid day off in lieu.

9.3 The allocation of public holiday rostering shall be no more onerous than that of other doctors in the practice.

### 10. **Superannuation and Workers' Compensation**

The practice will observe the requirements of superannuation law and will ensure it has insurance to cover workers' compensation for the registrar.

### 11. **Expenses**

#### 11.1 Travel

The registrar will be reimbursed by the practice for expenses incurred by the registrar in the use of the registrar's motor vehicle for work purposes during ordinary hours and on call work. Reimbursement shall be at the standard Australian Taxation Office rates. To substantiate a claim for reimbursement, the registrar will keep a travel diary.

## 11.2 Relocation Expenses

Unless otherwise agreed, the practice is under no obligation to meet a registrar's relocation expenses.

## 12. **Accommodation**

12.1 Accommodation will be provided to the registrars in accordance with getGP's policy on accommodation subsidies.

12.2 The practice will:

12.2.1 ensure the accommodation meets the standard approved by General Practice Education and Training Ltd,

12.2.2 assist the registrar to find suitable accommodation to suit their needs (which is self-contained, fully furnished with kitchen facilities);

12.2.3 support the registrar in accordance with their RTP terms and conditions.

12.4 The registrar will be responsible for payment of gas, electricity and private phone usage.

## 13 **Registrar Requirements**

### 13.1 Medical Registration

The registrar will, if requested by the practice, produce evidence of registration as a medical practitioner.

### 13.2 Indemnity

13.2.1 During the term of employment, the registrar will hold professional indemnity insurance in respect of the work contemplated by this agreement. The registrar will, if requested by the practice, produce evidence of medical indemnity.

13.2.2 The registrar authorises the practice to make inquiries of the registrar's medical insurer to verify membership or level of insurance, as the case may be.

### 13.3 Release of Data

13.3.1 *Practice Incentive Program:* The registrar shall, if requested by the practice, consent to the release of relevant Medicare Australia data.

13.3.2 The Registrar will notify the Supervisor as to whether or not they have consented to the release of their Medicare Australia data.

#### 13.4. Confidential information

During the registrar's term of employment and after it has ceased, the registrar will not use or divulge any information confidential to the practice and its patients.

### 14. Termination of Employment

14.1 Employment should not be terminated by the registrar or practice before the completion of the term, other than in exceptional circumstances and only where there has been extensive discussion between the practice/GP supervisor, the registrar and the RTP.

14.2 In all other circumstances appropriate notice of termination should be given and the period of notice should be determined by mutual consent. If consent cannot be reached the registrar and the practice should adopt local dispute resolution processes.

14.3 Any accrued entitlements, including annual leave must be paid to the registrar at termination. Superannuation contributions must be made to the relevant fund.

### 15. Future Employment

15.1 An agreement may be reached between the registrar and the practice regarding geographic restrictions on where the registrar may practice on leaving the training post, provided that it does not unreasonably interfere with the completion of the registrar's training or cause unreasonable hardship for the registrar.

15.2 The supervisor, practice and the registrar acknowledge that:

- a) Common Law and the Commonwealth Trade Practices Act 1974 do not permit a geographical restrictive covenant in excess of 3km to apply between medical practitioners; and,
- b) A registrar in the AGPTP is not able to open his/her own general medical practice.

### 16 Safety and Security

16.1 The practice and the registrar acknowledge that the personal safety of a registrar working alone, on home visits or in the surgery after hours is an issue to be addressed when making after hours and on call arrangements.

16.2 Key areas to be addressed include:

- Reliable telecommunication contact for any after hours, or home visits
- Reasonable registrar rostering, with consideration for commuting requirements between workplaces (including educational releases)

- The practice is required to undertake a risk assessment and appropriate risk minimisation strategies in relation to the registrar's work environment and discuss this with the registrar.

## **17. Dispute Resolution**

- 17.1 Where a dispute arises between the registrar and the practice over the terms and conditions of employment, the parties should utilise the dispute resolution process adopted by the RTP. During the dispute resolution process, both parties shall endeavour to continue to work in an appropriate and professional manner.
- 17.2 Notwithstanding 16.1 above, the opportunity for individuals to refer via their Registrar Liaison Officer or Supervisor Liaison Officer to the NGPSA/GPRA for advice on terms and conditions disputes remains available as an option.