

National Minimum Terms & Conditions for GP Term 1 and GP Term 2 Registrars

2009



**GENERAL PRACTICE TRAINING PROGRAM
NATIONAL MINIMUM TERMS AND CONDITIONS
FOR GP TERMS 1 AND 2**

1. Purpose and Application

- 1.1 This agreement is operative from the commencement of the 2009 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 engaged in GPT 1 and GPT 2.
- 1.2 These minimum terms and conditions will be reviewed and updated nationally by three representatives each of the GPRA and NGPSA in July 2010 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 These minimum terms and conditions are intended to establish a fair and reasonable basis of employment for registrars in order to support an appropriate educational environment.
- 1.4 This agreement continues in force, and applies to all registrars and supervising practices, until agreement is reached on the terms of the next update.
- 1.5 This agreement aims to reflect and uphold the standards of General Practice training.
- 1.6 For the purposes of this agreement:
- “GPT 1” refers to the first six-month placement in a general practice or equivalent setting within the AGPTP;
- “GPT 2” refers to the second six-month placement in a general practice or equivalent setting within the AGPTP.

2. Statement of Goodwill

The GPRA and NGPSA acknowledge that a mutual attitude of goodwill must exist for both the GP registrar (“registrar”) and the training practice (“practice”) to extract maximum benefit from this term of training and employment. The GPRA and NGPSA agree that the parties they represent will make all reasonable efforts to work and learn together in a spirit of mutual trust and goodwill. Additionally, they acknowledge that this agreement is not comprehensive and that every effort will be made to reasonably discuss and resolve other difficulties as they arise.

This agreement is based on the relevant AGPTP policies in place as at 1 December 2008. The NGPSA and the GPRA agree to discuss any significant changes to AGPTP policies that may affect the operation of this agreement.

3. Nature of Employment

3.1 Registrars engaged in GPT 1 and GPT 2 are employed in the capacity of an employee and 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, this agreement.

3.1.1 For information on the difference between a contractor and an employee, it is recommended that registrars and practices refer to the definitions outlined on the Australian Taxation Office website. <http://www.ato.gov.au/businesses/content.asp?doc=/content/00095062.htm> Involvement in an apprentice or trainee situation has a significant impact on whether an individual is viewed by the ATO as a contractor or an employee.

3.2. A copy of the employment contract (signed by the employer and the registrar) must be exchanged by the employer and the registrar prior to commencement of his/her employment in a training position.

3.3 An Australian Defence Force Registrar may be bound by employment contracts that differ from the requirements outlined in 3.1 above.

4. Work Hours

4.1 *Ordinary Hours*

4.1.1 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.

4.1.2 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;
- e) include formal set aside practice based teaching averaged over 4 weeks in accordance with AGPTP policy; and
- f) include educational release time averaging:
 - one session per week for registrars in GPT 1, and
 - one session per fortnight for registrars in GPT 2.

4.1.3 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 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 equitable with that of full-time doctors in the practice, including the supervisor;
- e) include formal practice based teaching averaged over 4 weeks of:
 - 1.5 hours each week for registrars in GPT 1, and
 - 45 minutes each week for registrars in GPT 2.
- f) include educational release time averaging:
 - one session per fortnight for a registrar in the GPT 1, and
 - one session per month for a registrar in the GPT 2.

(Note: educational release & 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).

4.2 Workload

During both the GPT 1 and GPT 2 terms, there should be a maximum on average of four patients per hour. GPRA and NGPSA realise that in times of special circumstance, such as emergencies, staff illness and outbreaks of illness this workload may vary.

4.3 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.

4.4 After Hours and On Call

4.4.1 *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).

4.4.2 *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. **Supervision**

- 5.1 The employer shall provide supervision in accordance with AGPTP guidelines.
- 5.2 Appropriate, mutually agreed supervision must be available at all times for after hours and on-call work.
- 5.3 The supervisor or his/her delegate must be available to attend in person, should the registrar request this in the event of an emergency.

6. **Remuneration**

6.1 Pay for ordinary hours

- 6.1.1 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.
- 6.1.2 Gross billings include any fees generated via the registrar's provider number. This includes patient fees and service incentive payments.
 - 6.1.2.1 As the billing doctor is responsible for any incorrect billing practices, it is recommended that registrars review their list of patient billings on a regular basis to protect themselves from inadvertent breaches of Medicare legislation.
- 6.1.3 Part-time salaries during GPT 1 and GPT 2 shall be calculated on a pro rata basis.

6.1.4 *GPT 1*

- a) The minimum annual salary for a full-time registrar is \$64,137.60 (\$1233.42/week), plus 9% superannuation.

Or

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

Whichever is the greater.

6.1.5 *GPT 2*

- a) The minimum annual salary for a full-time registrar is \$80,855.30 (\$1554.91/week.), plus 9% superannuation.

Or

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

Whichever is the greater.

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

6.1.7 For the purposes of 6.1.4 and 6.1.5:

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

$$\text{Fortnightly Rate of Pay} = \frac{\text{Annual Salary}}{26.07}$$

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

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

6.1.8 The minimum salaries of \$64,137.60 and \$80,855.30 shall apply from the start of the 2009 training year.

6.1.9 The salaries prescribed in this agreement will be reviewed at the end of each calendar year and adjusted upwards in line with movements in the CMBS, VR Level B consultation item. Both parties shall accept the determination of the AMA with respect to the amount of indexation. The new salaries will become applicable in the new training year immediately following this.

6.2 Pay for additional ordinary hours

Overtime is calculated on weekly hours (excluding on-call work) in excess of 38 hours 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.

6.3 Pay for after hours and on call

- 6.3.1 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.
- 6.3.2 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.

6.4 Time of Payment

- 6.4.1 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 (ie pay is calculated in relation to billings and not receipts).
- 6.4.2 Payment for hospital work will be paid in accordance with the hospital billing cycle.
- 6.4.3 The practice must provide at registrar request access and explanation of their patient billing information.

7. **Leave**

7.1 Annual Leave

- 7.1.1 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.
- 7.1.2 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.

7.2 Personal/Carer's Leave

- 7.2.1 Personal/carers 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).
- 7.2.2 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.
- 7.2.3 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 full-time period of employment on commencement of the term. For a part-time registrar this shall be calculated on a pro rata basis.
- 7.2.4 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.
- 7.2.5 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:
- a) GPT 1 Registrars: $\$1233.42/38\text{hours} = \32.46 per hour.
 - b) GPT 2 Registrars: $\$1554.91/38\text{hours} = \40.92 per hour.
- 7.2.6 Personal/carers leave is calculated on a pro rata basis for part-time registrars using the formula prescribed in 7.2.2 above.
- 7.2.7 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.
- 7.2.8 Unpaid carer's leave can only be taken once all paid personal/carers leave entitlements have been used.

7.3 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.

7.4 Definition of immediate family or household

For the purposes of 7.2 and 7.3 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).

7.5 Parental Leave

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

7.6 Study Leave

There is no automatic entitlement to study leave. Registrars who consider they may require such leave are encouraged to discuss with their practice and include such considerations in their employment agreement.

8. Public Holidays

8.1 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).

8.2 If a registrar works on a public holiday:

8.2.1 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):

8.2.3 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.

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

9. 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.

10. Expenses

10.1 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.

10.2 Relocation Expenses

Unless otherwise agreed, the practice is under no obligation to meet a registrar's relocation expenses. A registrar undertaking a rural term may be eligible for subsidised relocation expenses from the Regional Training Provider ("RTP").

11. Accommodation

- 11.1 The GPRA and NGPSA agree that neither the practice nor the registrar should be financially disadvantaged in supporting a registrar's accommodation.
- 11.2. The accommodation subsidy shall be distributed appropriately to either the registrar or the practice depending on who incurs the cost of provision of accommodation.
- 11.3 If a registrar is undertaking a GP term in a rural area, the practice will:
- 11.3.1 assist the registrar to find suitable accommodation to suit their needs (which is self-contained, fully furnished with kitchen facilities) and is in accordance with the standard approved by GPET; and
 - 11.3.2 support the registrar in accordance with their RTP terms and conditions.
- 11.4 The registrar will be responsible for payment of gas, electricity, water, and private phone usage.

12 Registrar Requirements

12.1 Medical Registration

A registrar employed in accordance with this agreement must hold a valid registration certificate. In the event that registration is withdrawn or conditions are imposed upon it, the registrar is required to notify the employer as soon as practicable.

12.2 Indemnity

- 12.2.1 During the term of employment, the registrar must hold professional indemnity insurance in respect of the work contemplated by this agreement. The registrar will, if requested by the employer, produce evidence of medical indemnity. In the event that professional indemnity insurance is withdrawn or altered, the registrar must notify the employer as soon as practicable.
- 12.2.2 The registrar authorises the employer to make inquiries of the registrar's medical insurer to verify membership or level of insurance, as the case may be.

12.3 Release of Data

- 12.3.1 *Practice Incentive Program*: The registrar shall, if requested by the practice, consent to the release of relevant Medicare Australia data.
- 12.3.2 The registrar will notify the supervisor as to whether or not they have consented to the release of their Medicare Australia data.

12.4 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.

13. Termination of Employment

- 13.1 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.
- 13.2 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.
- 13.3 Any accrued entitlements, including annual leave must be paid to the registrar at termination. Superannuation contributions must be made to the relevant fund.

14. Future Employment

- 14.1 An agreement may be reached between the registrar and the employer 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.
- 14.2 The supervisor, employer, practice and the registrar acknowledge that a restrictive covenant must be reasonable and should not be wider than is reasonably necessary to protect the employer's interests when judged in terms of the duration and area of its coverage and the activities restrained.

15 Safety and Security

- 15.1 The GPRA and NGPSA recognise 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.
- 15.2 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.

- 15.3 The GPRA and NGPSA agree that if a registrar feels unsafe in a particular environment that this issue shall be addressed by the practice. If the registrar continues to feel unsafe then the registrar may invoke the dispute resolution process outlined in clause 16.

16. Dispute Resolution

- 16.1 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.

16.2 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.

Agreed and signed by the parties, to come into effect from the commencement of the 2009 GP training year.

National General Practice Supervisors' Association:

Dr Rodney Pearce, Chair

Signature:

Date: 16 December 2008

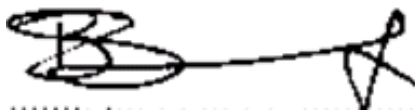
A handwritten signature in black ink, appearing to read 'Rodney Pearce', written in a cursive style.

General Practice Registrars Australia:

Dr Belinda Guest, Chair

Signature:

Date: 16 December 2008

A handwritten signature in black ink, appearing to read 'Belinda Guest', written in a cursive style. The signature is positioned above a horizontal dashed line.