National Minimum Terms & Conditions for GPT1 & GPT2 Registrars

2012

GENERAL PRACTICE REGISTRARS AUSTRALIA

This agreement was updated by the AMA, GPRA, NGPSA and in accordance with clause 6.1.9 and the rates prescribed apply from the commencement of the 2012 GP training year.

GENERAL PRACTICE TRAINING PROGRAM NATIONAL MINIMUM TERMS AND CONDITIONS FOR GPT 1 AND GPT 2 REGISTRARS

1. Purpose and Application

1.1 This agreement is operative from the commencement of the 2011 GP training year and is intended for use throughout the Australian General Practice Training Program ("AGPTP") and supercedes any previous agreement. 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 who are not covered by the *Medical Practitioners Award 2010* or any other applicable award.

1.2 These minimum terms and conditions will be reviewed and updated nationally by three representatives each of the GPRA and NGPSA in July 2012, 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 purpose of this agreement:

"ACRRM" refers to the Australian College of Rural and Remote Medicine;

"AGPT" refers to Australian General Practice Training;

"AMA" refers to the Australian Medical Association;

"college" refers to RACGP and ACRRM;

"GPRA" refers to the General Practice Registrars Association;

"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;

"NGPSA" refers to the National General Practice Supervisors Association;

"practice" refers to the training general practice employing the registrar;

"RACGP" refers to the Royal Australian College of General Practitioners;

"registrar" refers to the GP registrar on the AGPT program;

"RTP" refers to the registrars' Regional Training Provider;

"supervisor" refers to a GP accredited by a college as a supervisor

2. Statement of Goodwill

The GPRA and NGPSA acknowledge that a mutual attitude of goodwill must exist for the registrar, the supervisor and the 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 AGPT and college policies in place as at 1 July 2010. The NGPSA and the GPRA agree to discuss any significant changes to AGPT and college polices that may affect the operation of this agreement.

The parties agree that they will use their best endeavors to arrange an equitable distribution of work in the practice with the intent that the registrar obtains training across the spectrum of general practice and shares the patient workload with other doctors in the practice.

3. Nature of Employment

3.1 Registrars engaged in GPT 1 and GPT 2 are employed in the capacity of an employee and a 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 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 shall be worked in periods of not less than 3 hours and no greater than 12 hours on any one day. Ordinary hours for payment purposes are between 8am and 8pm Monday to Friday and 8am and 1pm on Saturday. The ordinary hours will be agreed prior to the commencement of the term. 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;

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 with the exception of educational release and teaching time which, for part-time training, is equivalent to half that for full-time training, irrespective of the actual numbers of hours worked each week. The ordinary hours of a part time registrar shall:

a) be no less than 10.5 hours per week averaged over 4 weeks of which not less than 9 hours must be scheduled patient contact time; and

b) be worked over not less than 2 days per week.

4.2 *Workload*

During both the GPT 1 and GPT 2 term, 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 *After Hours and On Call*

4.3.1 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).

4.3.2 *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 AGPT guidelines.

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

5.3 Except in circumstances approved by the colleges the supervisor or his/her delegate should 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.

6.1.2 Gross billings include all fees generated by the registrar from all sources. This includes all fees relating to the registrar's provider number including Service Incentive Payments but excluding Practice Incentive Payments.

6.1.3 Part-time salaries during GPT1 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 $71,400 ($1,369.39/week), plus 9% superannuation;

Or

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

whichever is the greater.

(The minimum salary has been calculated using patient consulting time as 28½ - 29 hours, teaching time as 3 hours, educational release as 3½ hours and administration time as 2½ - 3hours (per week). Administration, including report writing, is expected to occur during ordinary hours.)

6.1.5 *GPT 2*

a) The minimum annual salary for a full time registrar is $85,845 ($1,646.43/week), plus 9% superannuation;

Or

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

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 $71,400 and $85,845 shall apply from the start of the 2012 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 averaged over a 4-week cycle, or in excess of ordinary scheduled hours for part-time registrars. Registrars shall have the right to decline practice requests to work additional ordinary hours without penalty or disadvantage. 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 (i.e. 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 term, whichever is the greater. Examples of how leave payments are to be calculated are set out in The Schedule

7.2 *Personal/Carer's Leave*

7.2.1 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).

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 (i.e. 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/carer's 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/carer's 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/carer's leave shall not be on a percentage of billings, but each day off sick, shall be paid as follows:

a) GPT 1: $1,369.38/38hours = $36.04 per hour
b) GPT 2: $1,646.43/38hours = $43.32 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/carer's 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.

Compassionate leave taken shall be paid at the rate of $36.04 per hour for GPT1 and $43.32 per hour for GPT2.

7.4 *Definition of immediate family or household*

For the purpose of 7.2 and 7.3 above, immediate family 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 application 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. Registrars shall be aware that such leave may have implications on training time and progress through the program.

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 (i.e. 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:

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

  OR

  150% of their usual hourly rate or 55% of their billings, whichever is the greater. In this instance the registrar is not to be entitled to time off in lieu.

- In an on-call capacity for a practice which is closed for normal consultations, then the registrar will receive their normal hourly rate for their usual rostered

hours PLUS 55% of 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 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. Any RTP-provided accommodation subsidy, where applicable, 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 water, gas, electricity and private phone usage.

12 Registrar Obligations

12.1 *Medical Registration*

A registrar employed in accordance with this agreement must have a current registration with the Medical Board of Australia. 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 will 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 practice 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.

12.5 *Incorrect Billings*

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.

12.6 *Passing on Billings*

The Registrar is obliged to pass to the practice all billings received by him or her, for work performed under the registrar's provider number at the practice.

13. Practice Obligations

13.1 Practices will maintain records for the time periods required under state and territory law and make those records available to the registrar after leaving the practice in the event the registrar is required to respond to a complaint, claim or Professional Services Review.

13.2 Practices will pass on to the registrar during the time at the practice and afterwards the percentage of Service Incentive Payments accruable to them.

13.3 Practices will provide the registrar with billing information.

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 (in any event not less than 2 weeks unless by mutual consent).

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 employer regarding geographic restrictions on where the registrar may practise 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, 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.

16 Safety and Security

16.1 The GPRA and NGPSA recognise that the personal safety of a registrar, especially 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.

16.3 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 17.

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 17.1 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 2011 GP training year.

National General Practice Supervisors Association

Dr John Emery, Chair
Signature: [Original signed by Dr J Emery on 8 November 2010]
Date:

General Practice Registrars Australia

Dr Wicky CF Wong, Chair
Signature: [Original signed by Dr W Wong on 2 November 2010]
Date:

THE SCHEDULE

Examples of calculating payment for leave taken.

Example 1

GPT 1 receiving weekly salary of $1,369.39 takes 2 weeks leave during term.

For the period of leave the GPT 1 is paid $1,369.3 x 2 = $2,738.78

Example 2

GPT1 receiving 45% of in-hours gross billings inclusive of leave taken, takes 2 weeks leave during the 3 month cycle

Their billings over the 3 month cycle were $50,000.

The GPT1 payments calculated over the 13 week cycle will be 45% of $50,000 i.e. $22,500. This is an average of $1730.76 for each week, whether it be worked or taken as leave.

Example 3

GPT1 receiving 45% of in-hours billings inclusive of leave taken, takes no leave during term, but then takes 2 weeks leave after term is completed.

Their billings over each 3 month cycle were $50,000.

Step 1 Calculate the gross billings per 3 month cycle, i.e. $50,000.
Step 2 Calculate 45% of the gross billings, i.e. 45% of $50,000 = $22,500.
Step 3 Convert this figure to a weekly figure, i.e. $22,500 divided by 13 = $1,730.76.
Step 4 Pay 2 weeks leave at this rate, i.e. $1,730 x 2 = $3,461.52