



**AMA**

## **GENERAL PRACTICE TRAINING PROGRAM**

### **National Minimum Terms and Conditions for GPT1 and GPT2 *2013 GP Training Year***

Prepared by:

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**GENERAL PRACTICE TRAINING PROGRAM  
NATIONAL MINIMUM TERMS AND CONDITIONS FOR GPT1 AND  
GPT2**

**1. Purpose and Application**

- 1.1 This agreement is operative from the commencement of the 2013 GP training year and is intended for use throughout the Australian General Practice Training Program (“AGPTP”) and supersedes 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 or industrial instrument.
- 1.2 These minimum terms and conditions will be reviewed and updated nationally by three representatives each of the GPRA and NGPSA in July 2014, 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:

“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.

“registrar” refers to the GP registrar on the AGPT program

“practice” refers to the training general practice employing the registrar

“PIP” refers to the Medicare Australia Practice Incentives Program

“SIP” refers to the Medicare Australia Service Incentives Payment

“RACGP” refers to the Royal Australian College of General Practitioners

“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

“NGPSA” refers to the National General Practice Supervisors Association

“GPRA” refers to the General Practice Registrars Australia

“supervisor” refers to a GP accredited by a college as a supervisor

“college” refers to RACGP and ACRRM

## **2. Statement of Goodwill**

The GPRA and NGPSA acknowledge that a mutual attitude of goodwill must exist for both 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 policies that may affect the operation of this agreement.

The parties agree that they will use their best endeavours 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 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. Categories of employment**

### **Full Time employment**

- a) ‘Full-time employment’ means that a registrar is employed to undertake all duties, as detailed in clause 4.1 for 38 hours / week averaged over a 4 week cycle. A full-time salary is based on a 38 hour week.

- b) 'Full-time equivalent' is a workforce calculation based on the total number of hours worked by the registrar working across a 38 hour period.
- c) 'Full time Training' is determined by the relevant GP Colleges (RACGP and ACRRM)

#### Part-time employment

- a) 'Part-time employment' is any number of hours less than 38 hours / week averaged over a 4 week cycle. A part-time salary is pro-rata based on a 38 hour week.
- b) 'Part-time training' is based on the number of hours less than those specified by the respective GP Colleges (RACGP and ACRRM) of patient face-to-face time. As a guide, RACGP counts part-time as being 8 sessions or less with sessions averaging 3.5 hours.
- c) A registrar by the definitions above can be considered a part-time employee, and still may fulfil requirements for full-time training.

### 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 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.

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;

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 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 annual 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 than 9 hours must be scheduled patient contact time; and
- b) be worked over not less than 2 days per week.

## 5.2 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.

## 5.3 Fatigue management

The parties agree that fatigue management is an important issue and is the responsibility of both parties.

Registrars and practices must take responsibility for ensuring that registrars are not unduly affected by fatigue and excessive workload.

Registrars and practices are encouraged to maintain open dialogue in relation to fatigue management and act quickly to put in place arrangements to address fatigue issues.

## 5.4 After Hours , On Call and Additional Ordinary Hours

### *After hours*

- 5.4.1 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).

### 5.4.2 *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).

### 5.4.3 *Additional ordinary hours*

The registrar may agree to work additional ordinary hours by negotiation with the practice. Where this is done during regular hours, it is not considered overtime, and no overtime is payable on those hours. Registrars may decline practice requests to work additional ordinary hours without penalty or disadvantage. It is noted additional ordinary hours are different to special circumstances as outlined in 5.2 and after hours in 5.4.1.

## 6. **Supervision**

- 6.1 The employer shall provide supervision in accordance with AGPT guidelines.
- 6.2 Appropriate, mutually agreed supervision must be available at all times for after hours and on-call work.

- 6.3 Except in circumstances approved by the colleges the supervisor or his/her representative 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.

7.1.2 Gross billings include all fees generated by the registrar from all sources. For Service Incentive Payments and Practice Incentive Payments refer to clause 13.7

7.1.3 Part-time salaries during GPT1 and GPT 2 shall be calculated on a pro rata basis.

### 7.1.4 *GPT 1*

7.1.4.1 The salary for a registrar at the GPT 1 level is the greater of a) or b) below calculated over a 3 monthly cycle.

- a) The minimum annual salary for a full time registrar is \$72,760 (\$1,399.23/week), plus the statutory rate of superannuation as determined by the Commonwealth from time to time;

Or

- b) The relevant percentage (refer to table below) of in hours gross billings, plus the statutory rate of superannuation as determined by the Commonwealth from time to time:

PERIOD		Percentage of billings	Rate of superannuation
From	To		
	30/06/2013	45.00 %	9.00%
1/07/2013	30/06/2014	44.90 %	9.25%
1/07/2014	30/06/2015	44.79 %	9.50%

\*\* Note the above calculation is based on ensuring that the gross percentage of the registrar remains constant at 49.05% so as not to disadvantage either the registrar or the supervisor in light of the changes to the superannuation legislation.

- c) Annual leave should be paid separately at the minimum annual salary rate.

*(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.)*

### 7.1.5 *GPT 2*

7.1.5.1 The salary for a registrar at the GPT 2 level is the greater of a) or b) below calculated over a 3 monthly cycle.

- a) The minimum annual salary for a full time registrar is \$1,682.23/week), plus the statutory rate of superannuation as determined by the Commonwealth from time to time;

Or

- b) The relevant percentage (refer to table below) of in hours gross billings, plus the statutory rate of superannuation as determined by the Commonwealth from time to time:

PERIOD		Percentage of billings	Rate of superannuation
From	To		
	30/06/2013	45.00 %	9.00%
1/07/2013	30/06/2014	44.90 %	9.25%
1/07/2014	30/06/2015	44.79 %	9.50%

\*\* Note the above calculation is based on ensuring that the gross percentage of the registrar remains constant at 49.05% so as not to disadvantage either the registrar or the supervisor in light of the changes to the superannuation legislation.

- c) Annual leave should be paid separately at the minimum annual salary rate.

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

7.1.7 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:

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

7.1.8 The minimum salaries of \$72,760 and \$87,476 shall apply from the start of the 2013 training year.

7.1.9 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.

## 7.2 Overtime

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 will not be expected to work overtime to any greater extent than



other full time doctors in the practice (pro rata for part time). By agreement 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 (ie pay is calculated in relation to billings and not receipts).
- 7.4.2 Payment for hospital work will be paid in accordance with the hospital billing cycle.
- 7.4.3 The practice must provide at registrar request access and explanation of their patient billing information.

## 8. **Leave**

### 8.1 Annual Leave

- 8.1.1 A registrar shall be paid 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.

### 8.2 Personal/Carer's Leave

- 8.2.1 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).
- 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 2 weeks' pay for 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.
- 8.2.4 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.
- 8.2.5 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:  $\$1,399.23/38 \text{ hours} = \$36.82 \text{ per hour}$
  - b) GPT 2:  $\$1,682.23/38 \text{ hours} = \$44.27 \text{ per hour}$
- 8.2.6 Personal/carers leave is calculated on a pro rata basis for part-time registrars using the formula prescribed in 7.2.2 above.
- 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 or support due to
- (a) a personal illness, or personal injury, affecting the member;
  - or
  - (b) an unexpected emergency affecting the member.
- 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.

Compassionate leave taken shall be paid at the rate of \$36.82 per hour for GPT1 and \$44.27 per hour for GPT2.

### 8.4 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).

### 8.5 Parental Leave

Parental leave requirements shall be dealt with according to the *Fair Work Act 2009* (Cth) and applicable instruments.

Requirements under the *Fair Work Act* shall be the minimum conditions which will apply to parental leave.

Where maternity leave applies, a registrar may begin maternity leave within 6 weeks of the expected birth of the child (i.e. in week 34 of her pregnancy).

Where maternity leave does not apply and a registrar will be terminating the employment contract due to pregnancy, the employer will allow the registrar to do so within 6 weeks of the expected birth of the child (i.e. in week 34 of her pregnancy).

#### 8.6 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.

### 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:

- 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.

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 submit 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. A registrar undertaking a rural term may be eligible for subsidised relocation expenses from the Regional Training Provider ("RTP").

## 12. **Accommodation**

12.1 The GPRA and NGPSA agree that neither the practice nor the registrar should be financially disadvantaged in supporting a registrar's accommodation.

12.2 The accommodation subsidy shall be distributed appropriately to either the registrar or the practice depending on who incurs the cost of provision of accommodation.

12.3 If a registrar is undertaking a GP term in a rural area, the practice will:

12.3.1 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 GPET; and

12.3.2 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 Obligations**

### 13.1 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.

### 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 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.

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.

#### 13.5 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. Practices shall co-operate in this process, providing prompt access to lists of patient billings and associated documentation and records.

#### 13.6 Passing on Billings

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

#### 13.7 PIPS & SIPS

SIP payment on receipt will be included in the gross billings. The registrar is not entitled to receive any portion of the PIP payments with the exception of anaesthetic PIP and Obstetric PIP payments. The exact portion of these will be mutually agreed and not disadvantage either the registrar or the practice.

### 14. **Practice Obligations**

- 14.1 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 of Professional Services Review.
- 14.2 Practices will pass on to the registrar during the time at the practice and afterwards the percentage of Service Incentive Payments payable to them.
- 14.3 Practices will provide the registrar with billing information.
- 14.4 Information and calculations as to billings shall be made available to the registrar at a frequency no less than that available to other employed doctors in the same practice.
- 14.5 Where there are no other employed doctors in the same practice, information as to billings shall be made available to the registrar at a reasonable frequency, by mutual agreement between the practice and the registrar.

### 15 **Termination of Employment**

- 15.1 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.

- 15.2 Termination of a registrar's employment by the practice prior to the expiration of the term should only be affected according to applicable laws.
- 15.3 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).
- 15.4 Any accrued entitlements, including annual leave, must be paid to the registrar at termination, unless otherwise required by law. Superannuation contributions must be made to the relevant fund where applicable.

## **16. Future Employment**

- 16.1 An agreement may be reached between the registrar and the employer regarding reasonable restrictions on the registrar's employment, including location and time period, on leaving the training post, provided that such restrictions do not unreasonably interfere with the completion of the registrar's training or cause unreasonable hardship for the registrar.
- 16.2 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.

## **17 Safety and Security**

- 17.1 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.

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.
- 17.2 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 18.

## **18. Dispute Resolution**

- 18.1 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.

- 18.2 Notwithstanding 18.1 above, the opportunity for individuals to refer via their Liaison Officer or Supervisor Liaison Officer to the NGPSA/GPRA for advice on terms and conditions disputes remains available as an option.
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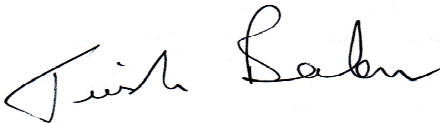
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Execution page

Agreed and signed by the parties, to come into effect from the commencement of the 2013 GP training year.

National General Practice Supervisors Association

Dr Patricia Baker, Chair

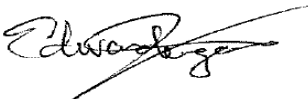
Signature: 

[Signed by Patricia Baker]

Date: 31 October 2012

General Practice Registrars Australia

Dr Edward Vergara, Chair

Signature: 

[Signed by Edward Vergara]

Date: 31 October 2012