

General practice registrar employment agreement

2017 and 2018 training year



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This employment agreement template contains the standard contractual agreements as per the Fair Work Act 2009, and the 2017 National Terms and Conditions for the Employment of Registrars (NTCER). It also contains a schedule that is suitable for both the GP registrar and practice. It follows the contractual agreement, but leaves room for other items to be added for individual practice or registrar requirements.

This agreement has been created for use by registrars in the 2017 and 2018 training years.

This document is a general template only and is not legal advice. It is not a substitute for professional legal advice. The terms in this sample contract may or may not be applicable to you or your practice depending on whether the National Terms and Conditions for the Employment of Registrars apply. Professional legal advice should be obtained before adopting this document for your particular practice.

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Disclaimer: Employment agreements, by their nature, are between the employer and the employee, i.e., the practice and the registrar. This template is provided in good faith as a guidance document and ultimately it is the sole responsibility of the parties involved to ensure that they comply with any relevant state and federal laws and GPRA does not accept any liability in relation to any breaches arising thereof.

General Practice Registrars Australia

General practice registrar employment contract template

Dear ,

We are pleased to offer you employment as a general practice registrar at [insert practice name] (“the employer”).

This letter sets out the terms and conditions of your employment.

Your employment is regulated by:

1. this Agreement; and
2. the National Terms and Conditions for the Employment of Registrars (“The National Terms and Conditions for the Employment of Registrars”); and
3. the Fair Work Act and in particular the National Employment Standards, where applicable;
4. any other relevant legislation.

Please refer to the attached copies of:

1. the National Terms and Conditions for the Employment of Registrars attached as Annexure ‘A’; and
2. the Fair Work Act Information Statement attached as Annexure ‘B’.

If you agree with and accept these terms, please sign both copies of this letter and return one copy. You should retain one copy for your records.

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22. DATES

Your employment will commence and terminate on the dates set out in Item 2 of the Schedule.

1. DUTIES

Your role is to perform the duties of a general practice registrar (“registrar”) as set out in the attached position description, attached as Annexure ‘C’.

1. LOCATION

Your place of employment will be at the location or locations set out in Item 3 of the Schedule.

1. HOURS OF WORK

Your hours of work as set out below shall be in accordance with the National Terms and Conditions for the Employment of Registrars.

* 1. Ordinary hours

Your ordinary working hours are as set out in Item 4 of the Schedule. Further definition of ordinary hours can be found in section 10.3 of the NTCER.

* 1. After hours, on-call, and additional ordinary hours

After hours, and on-call working hours are as set out in Item 5 of the Schedule.

The registrar may agree to work additional hours by negotiation with the employer. These hours are not a part of this agreement and are negotiated as hours arise. Further details about additional ordinary hours can be found in section 10.10 of the NTCER.

* 1. Workload
     1. The employer will endeavour to provide a maximum of four patients per hour, on average.
     2. In times of special circumstance such as emergencies, staff illness, and outbreaks of illness, this workload will vary.
     3. The employer will arrange equitable distribution of work in the practice so that you may obtain exposure to the full breadth of general practice as per the relevant College Standards.
  2. Fatigue management

The parties agree that fatigue management is an important issue and is the responsibility of both parties. Occupational health and safety policies should be discussed and any specific items included or referred to listed in Item 4.5 of the Schedule.

* 1. Health and safety
     1. The employer will undertake a reasonable risk assessment of the registrar’s ability to manage high risk situations in accordance with the relevant College Standards.
     2. The parties agree that the personal safety of the registrar, especially when working alone, on home visits, or after hours, is an important issue. Appropriate arrangements including reliable telecommunications contact and reasonable rostering will be implemented.

1. SUPERVISION AND TEACHING TIME
   1. The employer shall provide supervision in accordance with the Australian General Practice Training guidelines.
   2. Appropriate, mutually agreed supervision will be available for after hours and on-call work.
   3. Agreed supervision arrangements are recorded in Item 6 of the Schedule.
   4. Teaching time is to be provided by the supervisor(s) in accordance with the relevant College training standards, and set out in Item 6 of the Schedule.
2. LEAVE
   1. Annual leave
      1. You shall be paid no less than two weeks annual leave per 6 months full-time period (pro rata for part-time employment) in accordance with the National Terms and Conditions for the Employment of Registrars section 6.1 and National Employment Standards.
      2. Unused leave shall be paid on termination of employment.
      3. Leave loading is not provided.
      4. It is up to the employer and registrar to agree on when and for how long paid annual leave may be taken. However, the employer must not unreasonably refuse a registrar’s request to take paid annual leave.
      5. Registrars and employers acknowledge that due to the nature of general practice training, a registrar may wish to access annual leave that has not yet been accrued, via negotiation.
      6. Annual leave is paid at your base rate of pay. Where a registrar is to be paid according to their percentage of billings or receipts, prior to commencing employment, the employer and the registrar should discuss and agree the rate at which annual leave shall be paid, taking into account obligations under the NES. These details are listed in Item 10 of the Schedule.
   2. Personal/carer's leave
      1. Personal/carer’s leave is leave taken due to personal illness or injury, or in order 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 due to an unexpected emergency (carer’s leave).
      2. You are entitled to personal/carer’s leave in accordance with the National Terms and Conditions for the Employment of Registrars section 6.3 and National Employment Standards.
      3. You are entitled to an advance of 38 hours paid personal/carer's leave for each 6 month period of employment upon commencement of the term, pro rata.
      4. In the event that you have used unaccrued personal/carer’s leave and terminate your employment, the employer is entitled to withhold an amount equivalent to those unaccrued hours taken.
   3. Compassionate leave
      1. You are entitled to up to two days compassionate leave paid at your base rate, taken in accordance with the National Terms and Conditions for the Employment of Registrars section 6.4 and National Employment Standards.
      2. Compassionate leave may be taken to spend time with a member of your immediate family or household who has sustained a life-threatening illness or injury.
      3. Compassionate leave may also be taken after the death of a member of your immediate family or household.
   4. Parental leave

You are entitled to parental leave in accordance with the Fair Work Act 2009 and/or the Law in [insert applicable State of Territory].

* 1. Study leave

You have no automatic entitlement to study leave. If you require such leave it should be discussed and agreed with the employer and included in Item 7 of the Schedule, including the availability of unpaid study leave, by negotiation.

* 1. Educational release

You will be entitled to educational release in accordance with the mandatory training as determined by your general practice training provider and as set out in Item 8 of the Schedule.

1. PUBLIC HOLIDAYS
   1. If your ordinary hours include a day on which a public holiday falls you are entitled to that public holiday as paid leave.
   2. If you work on a public holiday and the employer's practice is open for normal consultations you will receive your normal pay and equivalent time off in lieu, or, 150% of your ordinary hourly rate of pay or agreed percentage of billings/receipts, whichever is greater (and no time off in lieu).
   3. If you work on a public holiday in a practice which is closed for normal consultations in an on- call capacity, then you will receive your ordinary hourly rate for your usual rostered hours. In this instance you are not entitled to a paid day off in lieu.
2. SUPERANNUATION
   1. Superannuation guarantee contributions will be paid into your nominated superannuation fund at least every three months, at the current legislated rate.
   2. Superannuation is payable on ordinary time earnings.
3. WORKERS COMPENSATION

The employer, in respect of your employment, will ensure it has insurance to cover workers compensation.

1. EXPENSES
   1. Travel
      1. You will be reimbursed by the employer for expenses incurred by you in the use of your motor vehicle for work purposes during ordinary hours and on-call work.
      2. Reimbursement will be provided at the standard Australian Taxation Office rates.
      3. You must substantiate all claims for reimbursement, and you will keep a travel diary in respect of work travel.
      4. Details of additional allowances and expenses are set out in Item 14 of the Schedule.
   2. Relocation

The employer is under no obligation to meet your relocation expenses, unless otherwise agreed and set out in Item 11 of the Schedule.

* 1. Accommodation

The employer is under no obligation to meet your accommodation expenses, unless otherwise agreed and set out in Item 12 of the Schedule.

1. SIPs (Service Inceptive Payments) and PIPs (Practice Incentive Payments)
   1. SIPs are to be paid to the employer, and added to your gross billings or receipts.
   2. You are not automatically entitled to receive any portion of PIPs, with the exception of the anaesthetic and obstetric PIPs.
   3. The distribution of PIPs are set out in Item 15 of the Schedule.
2. REGISTRAR REQUIREMENTS
   1. Medical registration
      1. You must hold a valid medical registration certificate with the Medical Board of Australia at all times during your employment.
      2. If registration is withdrawn or conditions are imposed upon it, you must notify the employer as soon as practicable.
   2. Patient complaints

You must notify the employer of any complaint made by patients in respect of your performance as a general practice registrar.

* 1. Medical indemnity insurance
     1. You will hold professional indemnity insurance in respect of the work contemplated by this agreement for the entire term of your employment.
     2. In the event that professional indemnity insurance is withdrawn or altered, you must notify the employer immediately.
     3. You will provide proof of adequate indemnity insurance to the practice prior to commencing employment.
     4. You authorise the practice to make inquiries of the your medical insurer to verify membership or level of insurance, as the case may be.
     5. Your medical indemnity provider is listed in Item 13 of the Schedule.
  2. Personal safety

In the event of any concern regarding your personal safety in working alone or after hours, this should be discussed with your supervisor.

* 1. Practice Incentive Program and Service Incentive Program

You shall consent to release of relevant medical data in relation to the Practice Incentive Program and Service Incentive Program if requested by the employer.

* 1. Medical billing

You shall be responsible for the accuracy of all billings assigned to your provider number.

1. TERMINATION
   1. Employment should not be terminated before the completion of the term by the registrar or employer, other than in exceptional circumstances (e.g. serious misconduct) and only where there has been extensive discussion between the employer, practice, supervisor, the registrar, and the training provider.
   2. Termination of employment prior to the expiration of the term should only be affected according to applicable laws.
   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).
   4. Any accrued entitlements, including annual leave, will be paid to the registrar at termination, unless otherwise required by law. Superannuation contributions will be made to the relevant fund where applicable.
2. PRACTICE POLICIES

As an employee, you agree to abide by all practice policies and procedures.

1. CONFIDENTIAL INFORMATION AND HEALTH RECORDS
   1. During your term of employment and after it has ceased, you will not unlawfully use or divulge any information confidential to the practice and its patients.
   2. Nothing in this agreement limits your right to use your knowledge, skills and experience as permitted under the general law provided the use does not contravene this clause.
2. EMPLOYER OBLIGATIONS
   1. The employer will maintain records for the time periods required under State and Territory law and make those records available to you after leaving the employer in the event that you are required to respond to a complaint, claim, or Professional Services Review.
   2. The employer will pass on to you during the time at the employer and afterwards the percentage of Service Incentive Payments and applicable Practice Incentive Payments accruable to you as set out in Item 15 of the Schedule.
   3. The employer will provide you with your detailed itemized billing information.
   4. If you are being paid via receipts, the practice agrees to supply you with details of outstanding receipts upon termination, at 3 months post-termination, and at 6 months post-termination. Accordingly, you will ensure that the employer has your current contact details.
   5. The practice will forward your percentage of any received receipts at termination, 3 months post-termination, and at 6 months post-termination.
3. ADDITIONAL/SPECIAL CONDITIONS

Any further additional terms and conditions of this agreement agreed between us shall be recorded in Item 16 of the Schedule.

1. DISPUTE RESOLUTION
   1. Where a dispute arises over the terms and conditions of employment, the dispute resolution process adopted by the registrar's training provider and recommended in the National Terms and Conditions for the Employment of Registrars will be used to endeavour to resolve the dispute.
   2. During the dispute resolution process, both parties shall endeavour to continue to work together in an appropriate and professional manner.
2. ACCEPTANCE AND ENTIRE AGREEMENT

This letter records the entire agreement and understanding between the employer and you, the registrar employee. In entering into this employment agreement, you are doing so on the basis of the terms and conditions in this letter, and not based on any representation made by any person other than as set out in this letter.

1. CHANGE TO NATIONAL TERMS AND CONDITIONS AND AWARDS
   1. In the event of a change to the National Terms and Conditions for the Employment of Registrars or applicable Award/s, then this Agreement shall be changed accordingly.
   2. In the event that your employment with the employer is covered by any Award such as the Medical Practitioners Award 2010 or any other applicable Award or Enterprise Agreement affecting your employment then to the extent to which such Award or Agreement provides more favourable terms to you than those set out in this Agreement those terms shall prevail.
2. GOVERNING LAW

The laws of [insert State or Territory] govern this agreement.

I have read and understood this letter and accept the terms and conditions of employment. I also declare that I am legally entitled to reside and work in Australia.

Signed by Signed by

The registrar on behalf of the employer

Date Date

Schedule Date:

1. The registrar [name] [address] [telephone]
2. Commencement date: [insert details] Termination date: [insert details]
3. Practice name and location: [insert details]
4. Ordinary working hours

Your ordinary hours under this Agreement shall be- [insert details]

* 1. Patient contact hours

[insert times, days, other details]

* 1. In-practice teaching hours

[insert times, days, other details]

* 1. Educational release

[insert times, days, other details]

* 1. Administration time

[insert times, days, other details]

* 1. Fatigue management

[insert or make reference to relevant practice policies]

1. After hours and on-call hours
   1. After hours

[insert times, days, other details]

* 1. On-call

[insert times, days, other details]

1. Supervision and teaching
   1. After hours supervision

[insert details of the supervisor including contact details, and details of supervision and teaching time]

* 1. Teaching time

[insert details of teaching time to be provided by the supervisor during ordinary working hours]

1. Study leave

[insert details of study leave where relevant]

1. Educational release

[insert days, dates, times, and if payment is involved]

1. Remuneration

Remuneration shall be in accordance with or greater than the National Terms and Conditions for the Employment of Registrars and/or any applicable Award or Enterprise Agreement.

* 1. A review of remuneration and pay cycles will occur after 3 months of employment and every 6 months thereafter. Review date(s): [insert date]
  2. Pay for ordinary hours

Your salary shall be as follows: [insert weekly salary]

And will be compared to your in-hours percentage of [gross billings OR receipts]: [insert percentage] %

You will be paid whichever is greater.

* 1. Your salary will be paid on a [weekly OR fortnightly] basis.
  2. Your in-hours [billings OR receipts] percentage will be calculated, compared, and paid on a [weekly, fortnightly, monthly OR quarterly] basis.
     1. Overtime is calculated on weekly hours (excluding on-call work) in excess of ordinary hours, and will be [taken as time off in lieu at the ordinary time rate at a time agreed OR paid at 150% of the ordinary hourly rate].
     2. For after-hours work you will be paid as per ordinary hours.
     3. For on-call work [insert details here, refer 10.11 of NTCER].
     4. Payment for other off site work, nursing home and home visits shall be payable as follows:- [insert payment details]
     5. The employer will provide you with access to and explanation of patient billing information.

1. Annual leave

[insert details on annual leave. Annual leave will be paid at the registrar's current base rate. See section

6.2 of the NCTER for further information]

1. Relocation expenses including relocation subsidy, if applicable [Insert details where relevant]
2. Accommodation support including accommodation subsidy, if applicable [Insert details where relevant]
3. Medical indemnity insurance [insert details]
4. Other allowances and expenses [insert details]
5. Payment of SIPs and applicable PIPs [insert details]
6. Additional special conditions [insert details]
7. Details regarding payment of outstanding balances

[See section 11 of the NTCER - insert relevant details]

Annexure A

[Insert National Terms and Conditions for the Employment of Registrars]

Annexure B

[Insert Fair Work Act Information Statement]

Annexure C

[Insert registrar's position description]