



GENERAL
PRACTICE
REGISTRARS
AUSTRALIA



GENERAL PRACTICE SUPERVISION AUSTRALIA

Australian General Practice Training (AGPT) Program

*National Terms and Conditions
for the Employment of
Registrars (NTCER)*

2023/24

PREAMBLE

In 2022/23, the National Terms and Conditions for the Employment of Registrars (NTCER) was reviewed by General Practice Registrars Australia (GPRA) and General Practice Supervision Australia (GPSA). This review included consultation with registrars, supervisors, practices, and medical training key sector stakeholders.

Both GPRA and GPSA agree to review these terms and conditions in 2024 to ensure the NTCER has been revised and updated ready by next term of training commences in 2025.

The future of general practice rests on the sustainable continuation of general practice (GP) training. Rural generalist and general practice registrars (collectively “GP registrars” in this Agreement) and the training practices / supervisors supporting them with high-quality training placements form the two sides of the GP training coin.

A mutual attitude of goodwill and trust must exist for the practice, registrar, and supervisor to work and learn together and therefore extract maximum benefit from the term of training and employment. General Practice Registrars Australia (GPRA) and General Practice Supervision Australia (GPSA) recognise the value of working collaboratively toward sustainability and stability in the primary healthcare sector, and commit to jointly advocating for better conditions for each other’s members to the ultimate benefit of the Australian community.

The National Terms and Conditions for the Employment of Registrars (NTCER) is designed to provide a fair basis from which both the GP registrar and employing practice may negotiate the registrar’s employment terms and conditions.

GPRA and GPSA regard the core principles in individual employment negotiations to be mutual respect, open communication, compliance with any applicable legislative instrument(s), and outcomes that are equal to or more favourable than those documented in the NTCER for the registrar to complete their GP specialty training and for a GP training practice to sustainably deliver quality training and patient care.

These terms and conditions represent the agreed minimum standards for employment of GP registrars by GPRA and GPSA in Australia and provide guidance to GP practices to help support the delivery of quality GP specialty training placements.

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1 Definitions

ACRRM	refers to the Australian College of Rural and Remote Medicine
AGPT	refers to Australian General Practice Training programme or successor program that is established in its place.
Agreement	refers to the NTCER
AMA	refers to the Australian Medical Association
ATO	refers to the Australian Taxation Office
Base rate of pay	refers to the base rate of pay as defined in Schedule A of this Agreement
MBS	refers to the Commonwealth Medicare Benefits Schedule
College	refers to ACRRM and/or RACGP
Employer	refers to the entity that employs the registrar
FTE	means full-time equivalent
GP registrar	refers to a general practice or rural generalist doctor-in-training
GPRA	refers to General Practice Registrars Australia
GPSA	refers to General Practice Supervision Australia
GPT	refers to general practice training term
GPT1/CGT1	refers to the first six-month FTE placement in a general practice or equivalent setting within AGPT
GPT2/CGT2	refers to the second six-month FTE placement in a general practice or equivalent setting within AGPT
GPT3/CGT3	refers to the third six-month FTE placement or equivalent setting within AGPT
GPT4/CGT4	refers to the fourth six-month FTE placement, extended skills, extension, and registrars awaiting fellowship in a general practice or equivalent setting within AGPT program

Gross billings	include all fees generated by the registrar at the practice in which they are employed
Gross receipts	include all receipts generated by the registrar at the practice in which they are employed
NTCER	refers to this document, the National Terms and Conditions for the Employment of Registrars
Practice	refers to a training general practice
PIP	refers to the Medicare Australia Practice Incentives Program
CGT	refers to the ACRRM primary rural and remote terms
RACGP	refers to the Royal Australian College of General Practitioners
Registrar	refers to a GP registrar undertaking the AGPT program
RG	refers to a Rural Generalist
Training provider	refers to the College(s) the registrar is enrolled with
Serious misconduct	refers to registrar behaviour inconsistent with continued employment with the training practice
SIP	refers to the Services Australia Service Incentives Payment
Supervisor	refers to a GP or RG accredited by a College as a supervisor

2 About the Agreement

The terms and conditions documented in the NTCER (the Agreement) represent the minimum standards agreed by GPRA and GPSA.

The NTCER sets out the key elements to be considered in establishing a mutually-beneficial employment arrangement for doctors training in the general practice clinical learning environment and the practices providing the requisite supervision and guidance for these GP and RG registrars.

This current version of the NTCER supersedes any previous Agreement and is intended for use throughout the AGPT program. Unless stated otherwise (see Schedule A – Remuneration, and clauses 9.3 and 11.1), the Agreement is operative from the commencement of the 2023 GP training year through to the conclusion of the next review.

The terms and conditions in this current NTCER are intended as a fair and sustainable basis for registrar employment that supports high-quality training and the safe delivery of high-quality primary healthcare services for the community.

The NTCER applies to the employment of GP registrars in GPT1/CGT1, GPT2/CGT2, GPT3/CGT3 and GPT4/CGT4 who are not covered by the *Medical Practitioners Award 2010* or any other applicable award or industrial instrument.

While agreed minimum terms and conditions are the result of negotiations between GPRA and GPSA, registrars and employers must consider these within the context of the National Employment Standards (NES) provided under the *Fair Work Act 2009 (Cth)* as well as the relevant AGPT and RACGP / ACRRM ("College") policies in place as at 1 February 2023.

The Medicare Benefits Schedule (MBS) indexation factor, announced annually on 1 July, is applied to base rates of pay as detailed in clause 11.1 of the NTCER. Schedule A – Remuneration – is revised annually to incorporate these adjustments by MBS indexation as well as any supplementary increases to base rates agreed in the biennial review process.

Both parties to the employment contract must agree to 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 in line with the requirements of their applicable GP training program while sharing the patient workload with other doctors in the practice.

2.1 Reviewing the Agreement

GPRA and GPSA review and update the NTCER on a biennial basis, with agreed revisions valid for the subsequent 24-month period.

The most recent review of the NTCER was conducted through the second half of 2022. This included consultation with registrars, supervisors, practice owners / managers and key medical training sector stakeholders.

As part of the 2022 review, GPRA and GPSA agreed to time the next review in the second half of 2024 to ensure registrar employment contracts used in the recruitment process for the first semester of 2025 incorporate any changes adopted through that review process.

During future reviews of the NTCER, terms and conditions will be reviewed and updated nationally by no fewer than three nominated representatives of both GPRA and GPSA.

To assist the parties in reaching agreement on the terms of any NTCER update, both parties can agree to invite an independent representative to assist with the process. This role may encompass:

- establishing an agreed process for the conduct of negotiations/updates
- attendance at negotiation meetings
- assisting the drafting of an agreement
- mediation to assist the parties to agree on unresolved matters

Any additional function of such independent representative would be by mutual agreement between GPRA and GPSA before their engagement in the review process.

There will be a joint initial notification to relevant stakeholders of the finalisation of the agreement by GPRA and GPSA to be released at a mutually agreed time.

3 Exclusions

Where another instrument is in place that covers the GP registrar, such as a state or federal award or agreement, that will be the basis for the employment of the registrar. In such instances, the NTCER should be referenced as the guiding instrument for terms and conditions relating to the registrar's access to support throughout their training placement (s) (see especially clauses 9 and 14).

This Agreement is not necessarily intended for use in community-controlled health workplaces.

Australian Defence Force registrars may be bound by employment contracts that differ from the requirements outlined here under the NTCER.

This agreement is not intended for registrars in remediation terms as part of the AGPT.

GPRA and GPSA recommend that employment terms and conditions for registrars undergoing remediation be individually negotiated between the registrar, supervisor, employer, and the GP College they are enrolled with on a case-by-case basis.

4 Nature of Employment

It is a requirement of the NTCER that a registrar is engaged as an employee (see ATO website <https://www.ato.gov.au/business/employee-or-contractor/how-to-work-it-out-employee-or-contractor/>). The NTCER gives rise to no other relationship between the parties, such as independent contractor, partner, or agent.

An employment contract will be negotiated between the employer and the registrar that satisfies the terms and conditions contained in, and using the framework defined in, this Agreement.

A copy of the employment contract (signed by both the employer and the registrar) will be exchanged by the employer and the registrar prior to commencement of the registrar's employment in a training placement.

5 Statutory Obligations

All employees in the national workplace relations system are covered by the National Employment Standards (NES) regardless of the award, registered agreement or employment contract that applies. The NES does not apply to unincorporated employers in Western Australia, where relevant state industrial legislation would apply.

Where the NES applies, employment contracts cannot provide for conditions that are less than the NES. They cannot exclude the NES.

The NES includes minimum entitlements for leave, public holidays, notice of termination and redundancy pay.

6 Leave Entitlements

6.1 Annual Leave

Registrars are entitled to four weeks of paid annual leave for each year of service with the employer.

A registrar's entitlement to annual leave accrues on a continuous basis according to the number of ordinary hours they work. Annual leave continues to accrue when a registrar takes a period of paid annual leave or paid personal/carer's leave.

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.

Registrars and employers acknowledge that due to the nature of general practice training, registrars may wish to access annual leave that has not yet been accrued, via negotiation.

6.2 Payment for annual leave

Annual leave is paid at the registrar's base rate of pay.

In the event that a registrar has taken unaccrued annual leave and terminates his/her employment, the employer is entitled to withhold an amount equivalent to those hours taken.

6.3 Personal/Carers Leave

The minimum entitlement to paid personal/carer's leave for a registrar is 10 days per year. A registrar's entitlement to paid personal/carer's leave accrues progressively during a year of service with the employer according to the number of ordinary hours worked and accumulates from year to year if the registrar remains in continuous service with the employer.

Personal/carer's leave continues to accrue when an employee takes a period of paid personal/carer's leave or paid annual leave.

Personal/carer's leave is paid at the registrar's base rate of pay.

Registrars 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.

If a registrar has taken unaccrued personal/carer's leave and terminates his/her employment, the employer is entitled to withhold an amount equivalent to those hours taken.

6.4 Compassionate Leave

Registrars are entitled to two days of paid compassionate leave to spend time with a member of their immediate family or household who has sustained a life-threatening illness or injury. Compassionate leave may also be taken after the death of a member of the employee's immediate family or household.

Compassionate leave is paid at the registrar's base rate of pay.

6.5 Parental Leave

All employees in Australia are eligible for unpaid parental leave if they have completed at least 12 months of continuous service with their employer.

Registrars are eligible for paid parental leave via the Australian Government paid parental leave scheme if they meet an income test. Registrars should check what the income test requirements are on the Services Australia website.

Registrars seeking parental leave should contact their training provider early to be informed about their options as soon as reasonably possible.

6.6 Study Leave

Employees wishing to take a period of study leave must negotiate this with their employer. Whilst registrars may negotiate unpaid study leave, granting of such leave is at the discretion of the employer.

Registrars who consider they may require such leave are encouraged to negotiate this with their employer and include the details within their employment agreement.

Registrars should be aware that such leave may have implications on their training time and progress through the program.

6.7 Public Holidays

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).

If a registrar works on a public holiday in a practice that is open for normal consultations:

- the registrar will receive their normal pay and equivalent time off in lieu;

OR

- 150% of their ordinary hourly rate of pay or the agreed percentage of their billings/receipts, whichever is the greater (and no time off in lieu).

If a registrar works on a public holiday in a practice that is closed for normal consultations in an on-call capacity, then the registrar will receive their ordinary hourly rate for their usual rostered hours. In this instance the registrar is not entitled to a paid day off in lieu.

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

6.8 Family and Domestic Violence Leave

A registrar can access leave to manage issues of family and domestic violence under Commonwealth provisions introduced in 2023.

- Full-time and part-time registrars will be able to access 10 days of paid family and domestic violence leave in a 12-month period. This will not be pro-rated for part-time registrars.
- The full 10-day leave entitlement will be available upfront but will not accumulate from year to year if not used.
- The leave will be available from:
 - 1 February 2023, for employees of non-small business employers (practices with 15 or more employees on 1 February 2023)
 - 1 August 2023, for employees of small business employers (practices with less than 15 employees on 1 February 2023).
- From 1 February 2023, there are rules about information that must not be included on a registrar's pay slip relating to paid family and domestic violence leave. Practices should consult www.fairwork.gov.au to stay informed about these rules.
- Employees will continue to be entitled to 5 days of unpaid family and domestic violence leave until they can access the new paid entitlement.

Any ongoing need to access this type of leave by a GP registrar will be reviewed by all parties after 12 months to consider the impacts on small businesses, sole traders and people experiencing family and domestic violence.

7 Superannuation

The practice will observe the requirements of superannuation law. Compulsory employer contributions are regulated via the *Superannuation Guarantee (Administration) Act* 1992.

Superannuation guarantee contributions are paid by an employer into a registrar's nominated superannuation fund at least every three months, at the current legislated rate. Superannuation is payable on ordinary time earnings.

In the context of future changes to the legislated rate of superannuation, during the period of this agreement, GPRA and GPSA agree that the total of percentage of gross billings or receipts will remain at 44.79% plus the Government Guaranteed Superannuation rate to ensure no disadvantage to either party.

8 Workers Compensation

The practice will ensure it has insurance to cover workers' compensation for the registrar.

9 Training requirements and training time

Training requirements and training time are mandated by the relevant College and AGPT.

9.1 Supervision

The employer shall provide supervision in accordance with AGPT guidelines.

The supervisor or his/her delegate should be available to attend in person in the event of an emergency, should the registrar request this, except in circumstances approved by the relevant College(s).

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

9.2 Educational release

As trainees under the AGPT program, GP registrars - **whether full-time or part-time** - are required to attend all mandated / official AGPT educational sessions that count toward their training requirements.

- a) Attendance at educational sessions mandated by their College in normal working hours must be paid at the relevant base rate, as if the registrar was working at the practice on this educational release day.
- b) Registrars will not be paid for educational release where educational sessions occur on a weekend or after hours, noting "after hours" does not mean hours outside those listed in a registrar's employment

contract: "after hours" refers to all time outside the ordinary hours defined by MBS as 8am-8pm Monday-Friday and 8am-1pm Saturday.

- c) Registrars required to attend an educational session on a weekday not on their usual roster shall be granted time off as educational release. For clarity:
- i) The number of hours the practice will pay as an educational release shall not exceed the average daily hours worked on the registrar's normal roster;
 - ii) As educational release is intended to address fatigue management, these hours should where possible be taken on the normal working day either immediately preceding or immediately following the registrar's attendance of the mandatory educational session. These hours must be taken within five business days from the session. These hours cannot be "banked up" and added on to any other leave;
 - iii) As Colleges release their educational programs in advance, registrars should take note of the dates/times when they will be required to attend mandatory educational sessions, and liaise as early as possible with their practice to plan their educational release and leave calendar to minimise impact on both the practice and the registrar;
 - iv) The intention of this clause is to comply with clause 16.2 Fatigue Management.

[wording of this clause revised by mutual agreement on 16th March 2023]

9.3 Administration time

Effective from Term 2, 2023 administration time of 0.5 hours per half-day session, to a maximum of 5 hours per week, is to be provided for in the registrar's roster. This is intended to enable the completion of administration within scheduled rostering and, in doing so, address work/life balance, fatigue management and registrar safety.

This administration time cannot be accumulated and used at other times by the registrar, nor should they be used to extend a lunch break for purposes other than administration.

This administration time can, however, be used flexibly on a day-to-day basis if administration is complete, such as for personal study. Examples of how this can be included in the registrar's roster include:

- 15 minutes during and 15 minutes at the end of the session marked off for administration; or
- 30 minutes at the end of the session marked off for administration.

10 Basis of employment

10.1 Full time

Full-time employment is employment based on a 38-hour week over four weeks.

10.2 Part time

Part-time employment is any number of hours less than 38 hours / week over a 4-week cycle. Rates of pay and leave for part time employees are pro-rata based on a 38-hour week.

10.3 Ordinary Hours of work

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. The ordinary hours will be agreed prior to the commencement of the term.

10.4 Ordinary hours for full-time registrars

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

- a) 38 hours per week over 4 weeks
- b) worked over at least four days per week over 4 weeks.

10.5 Ordinary Span of hours

The ordinary span of hours for payment purposes is between 8am and 8pm Monday to Friday and 8am and 1pm on Saturday, consistent with the definition of after-hours attendances as outlined in the MBS.

10.6 Ordinary activities

The allocation of activities during ordinary hours will include, but not limited to:

- 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.

10.7 Training

Depending on level of training and which College the registrar is training with, the allocation of time dedicated to these hours will vary.

10.8 Ordinary hours for part-time registrars

If the registrar is employed on a part-time basis, all the conditions in this agreement apply on a pro rata basis bearing in mind that College requirements must be met for educational release and teaching time.

10.9 Additional Ordinary Hours of Work

The registrar may agree to work additional ordinary hours by negotiation with the practice. Where this is done during the ordinary span of hours it shall be paid at the registrar's ordinary hourly rate.

Registrars may decline employer requests to work additional ordinary hours without penalty or disadvantage. It is noted additional ordinary hours are different to special circumstances as outlined in clause 16.1 Workload.

10.10 After hours

Where a practice is normally open outside of the ordinary span of hours, the registrar may be rostered as part of the general practice team. 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).

For after hours and on-call work at the practice or off-site, the registrar will be paid as per ordinary hours.

10.11 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). If other doctors at the practice receive payment for being on-call, the registrar should also receive payment when they are rostered on-call.

11 Remuneration

The rates of pay for registrars are set out in Schedule A of this agreement.

The full-time base rate of pay is based on a full-time, 38-hour week.

The part-time base rate of pay shall be calculated on a pro rata basis.

A review of remuneration and pay cycles shall occur 3 months after commencement of employment.

Where a registrar's remuneration is based on percentage payment for work undertaken, it shall be calculated according to either billings made, or receipts received. The method of calculation is to be by agreement between the employer and the registrar.

If an agreement is reached to pay a registrar via receipts, the employer agrees to supply the registrar with details of outstanding receipts upon termination, at 3 months post-termination, and at 6 months post-termination. The employer will forward the registrar's percentage of any received receipts at termination, 3 months post-termination, and at 6 months post-termination. The registrar will ensure that the employer has their current contact details.

Clear and timely advice regarding the registrar's patient billing information should be provided throughout the training placement to assist the registrar in developing an understanding of general practice business systems.

11.1 Indexation

The base rates of pay prescribed in this agreement will be reviewed at the beginning of each financial year and adjusted in line with the most recent indexation of the MBS, level 23 consultation item. New base rates of pay take effect in the training term immediately following the annual 1 July announcement of the MBS indexation factor.

As a result of the 2022 NTCER review, an increase of 3% will be applied to the adjusted base rate for effect from Semester 2 in 2023.

A further increase of 1% will be applied to the subsequent base rate for effect from Semester 2 in 2024.

11.2 Overtime

Overtime is calculated on weekly hours (excluding on-call work) in excess of ordinary hours, calculated on a pro-rata basis 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 overtime can be:

- a) taken as time off in lieu at the ordinary time rate (i.e. an hour for each overtime hour worked), at a time agreed between registrar and practice, but within one month;

OR

- b) paid at 150% of the ordinary hourly rate.

11.3 Calculating ordinary hourly rate for the purposes of paying overtime

The following formula is used to calculate a registrar's ordinary hourly rate of pay for the purposes of payment for overtime.

Ordinary hourly rate = weekly base rate of pay

38

11.4 Payment of After-hours and On-Call Work

Where after hours and on-call involves hospital-based work, the registrar will be paid their agreed percentage of receipts/billings of the on-call allowances paid by rural hospitals, where applicable.

12 Expenses

12.1 Travel

The registrar will be reimbursed by the employer for expenses incurred by the registrar in the use of the registrar's personal motor vehicle 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 or record under other such recording mechanisms the practice authorises the registrar to use. Travel costs to attend educational releases are not reimbursed by the employer.

12.2 Relocation Expenses

Unless otherwise agreed, the employer 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 their GP specialty training College.

12.3 Accommodation Expenses

Unless otherwise agreed, the employer is under no obligation to meet a registrar's accommodation expenses. A registrar undertaking a rural term may be eligible for subsidised accommodation expenses from their GP specialty training College.

13 SIPs and PIPs

Service Incentive Payments (SIPs) are to be added to a registrar's gross billings or receipts.

The registrar is not automatically entitled to receive any portion of Practice Incentive Payments (PIPs) with the exception of anaesthetic PIP and obstetric PIP. The exact distribution of these payments should be mutually agreed (and noted in the employment agreement), and not disadvantage either the registrar or the employer.

SIPs and PIPs are normally paid quarterly via Services Australia.

14 Registrar obligations

14.1 Medical Registration

In the event that a registrar's medical registration is withdrawn, or conditions are imposed upon it, the registrar is required to notify the employer immediately. The registrar must provide proof of registration to the employer prior to commencing employment.

14.2 Indemnity

During the term of employment, the registrar will hold professional indemnity insurance in respect of the work contemplated by this agreement. If professional indemnity insurance is withdrawn or altered, the registrar must notify the employer immediately. Registrars must provide proof of adequate indemnity insurance to the employer prior to commencing employment.

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

14.3 Provider Numbers and Credentialing

Prior to the commencement of employment, the registrar will obtain and produce evidence of a valid Medicare provider number. If required, during the term of employment the registrar will obtain appropriate credentialing for work in external facilities such as rural hospitals.

14.4 Practice Policies

As an employee, the registrar agrees to abide by all practice policies and procedures.

14.5 Release of Data

For the purposes of Practice Incentives Program (PIP), the registrar shall, if requested by the employer, consent to the release of relevant Medicare Australia data.

14.6 Confidential information

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

14.7 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. Employers shall cooperate in this process, providing prompt access to lists of patient billings and associated documentation and records.

14.8 Assignment of Billings

The registrar will assign payment received under the registrar's provider number for all gross billings/receipts at the practice to the practice in which they are employed.

In the case of payments being made inadvertently directly to the registrar, the registrar will pass these payments on to the practice.

15 Employer Obligations

15.1 Record keeping

The employer 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, or Professional Services Review.

15.2 SIP

Subject to clause 13 above, the employer will pass on to the registrar during the time at the practice and afterwards the percentage of Service Incentive Payments payable to them.

15.3 Receipts

The employer will provide the registrar with billing or receipts information as appropriate. Information on billings or receipts shall be made available to the registrar at a frequency no less than that available to other employed doctors in the same practice.

Where there are no other employed doctors in the same practice, information as to billings or receipts will be made available to the registrar at a reasonable frequency, by mutual agreement between the practice and the registrar.

15.4 Orientation

The employer will ensure the registrar has a satisfactory orientation to the practice upon commencement.

16 Employment Conditions

16.1 Workload

During all registrar terms, there should be a maximum of four patients per hour (averaged over a week). GPRA and GPSA realise that in times of special circumstance, such as emergencies, staff illness and outbreaks of illness this workload may vary.

16.2 Fatigue Management

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

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

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

16.3 Health & Safety

GPRA and GPSA 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.

The areas to be addressed include:

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

The employer should conduct a reasonable risk assessment of the registrar's ability to manage high risk situations in accordance with the relevant College standards.

GPRA and GPSA agree that if a registrar feels unsafe in a particular environment that this issue shall be addressed by the employer and where applicable, the relevant GP specialty training College. If the registrar continues to feel unsafe then the registrar may invoke the dispute resolution process outlined below.

17 Non-Solicitation

On leaving the training practice, the registrar will not canvass, solicit, persuade, or directly or indirectly induce:

- a) any patient to cease being a patient of the training practice; or
- b) any staff member to terminate employment with or engagement by the training practice, nor employ any person who has been an employee of, or consultant to, the training practice during the 12 months prior to the conclusion of the registrar's employment.

18 Dispute Resolution

Where a dispute arises between the registrar and the employer over the terms and conditions of employment, the parties should utilise the dispute resolution process adopted by the relevant GP specialty College in the first instance. During the dispute resolution process, both parties shall endeavour to continue to work in an appropriate and professional manner.

Interpretation of the NTCER can only be performed by representatives from both GPRA and GPSA. Such enquiries are to be directed to:

GPRA enquiries@gpra.org.au or

GPSA operations@gpsa.org.au.

Individuals can also consult GPRA, GPSA, their Registrar Liaison Officer, or their Supervisor Liaison Officer for advice on terms and conditions.

Contracts that include variations outside of the NTCER may not be able to be examined by these organisations.

19 Termination

The employment of a registrar 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 GP specialty training College.

Termination of a registrar's employment prior to the expiration of the term should only be affected according to applicable laws.

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 one week).

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.

19.1 Summary Termination for Serious Misconduct

In accordance with the *Fair Work Act 2009 (Cth)*, the training practice may terminate the registrar's employment without prior notice and without any payment in lieu of notice or compensation if the registrar engages in any act or omission constituting serious misconduct, including but not limited to:

- a) conduct that causes serious and imminent risk to:
 - i. the health or safety of a person; or
 - ii. the reputation, viability or profitability of the training practice;

- b) engaging in:
 - i. theft; or
 - ii. fraud; or
 - iii. assault; or
 - iv. sexual harassment

- c) being intoxicated at work; or

- d) refusing to carry out a lawful and reasonable instruction that is consistent with the registrar's contract of employment.

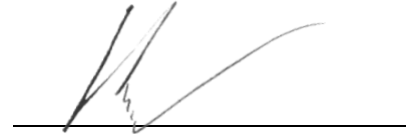
20 Signatures

Agreed and signed by the parties, to come into effect from the commencement of the 2023 GP training year.

Signed for and on behalf of General Practice Supervision Australia by:

Name: Dr Kevin Arlett

Signature:



Position: Chair

Date: 25th January 2023

Signed for and on behalf of General Practice Registrars Australia by:

Name: Dr Karyn Matterson

Signature:



Position: President

Date: 25th January 2023

Schedule A – Remuneration

This Schedule is current as at 1 July 2023.

The registrar will be paid the base rate of pay set out below (Table 1) fortnightly, with the difference between the base rate of pay and the percentage (if applicable) paid at no longer than 3-monthly intervals.

By mutual agreement, registrars and employers are free to negotiate higher base rates or percentages, or shorter billing cycles.

The base rate of pay set out below shall be the base rate of pay for all purposes described in the NTCER agreement. Notwithstanding this, if the registrar is paid a higher base rate of pay as defined by the NES, the higher base rate of pay shall be applied.

For the purposes of the percentage calculations below, the cycle is inclusive of any periods of leave taken, including annual leave.

Payment of ordinary hours for a registrar is calculated at the frequency negotiated between the registrar and practice, which shall be at least once every 13 weeks, and will be the higher of a) or b) below:

GPT1/CGT1

- a) The base rate of pay for a full-time registrar of \$84,888.96 (\$1,632.48 /week), plus the statutory rate of superannuation as determined by the Commonwealth, namely 11% as at 1st July 2023.
- b) The 'percentage' of 49.72% comprising 44.79% of in-hours, after-hours and on-call gross billings or receipts plus the statutory rate of superannuation as determined by the Commonwealth, namely 11% as at 1st July 2023.

GPT2/CGT2

- a) The base rate of pay for a full-time registrar of \$102,060.40 (\$1,962.70 /week), plus the statutory rate of superannuation as determined by the Commonwealth, namely 11% as at 1st July 2023.
- b) The 'percentage' of 49.72% comprising 44.79% of in-hours, after-hours and on-call gross billings or receipts plus the statutory rate of superannuation as determined by the Commonwealth, namely 11% as at 1st July 2023.

GPT3/CGT3 and above

- a) The base rate of pay for a full-time registrar of \$108,996.16 (\$2,096.08 /week), plus the statutory rate of superannuation as determined by the Commonwealth, namely 11% as at 1st July 2023.
- b) The 'percentage' of 49.72% comprising 44.79% of in-hours, after-hours and on-call gross billings or receipts plus the statutory rate of superannuation as determined by the Commonwealth, namely 11% as at 1st July 2023.

Table 1: Base rate of pay July 1 2023 to June 30 2024 (2023.2 / 2024.1)

Minimum Rates based on Full-time (38 hrs/week)

REGISTRAR LEVEL	Per annum	Per fortnight	Weekly	Hourly
GPT1/CGT1	\$84,888.96	\$3,264.96	\$1,632.48	\$42.96
GPT2/CGT2	\$102,060.40	\$3,925.40	\$1,962.70	\$51.65
GPT3/CGT3 and above	\$108,996.16	\$4,192.16	\$2,096.08	\$55.16

This table will be updated with MBS indexation throughout the life of the NTCER in accordance with clause 11.1.

An additional increase (see clause 2) will take effect in 2024.2 according to the below formula:

Implementation of base rate increase for 2024.2

Where

- Base Rate for 2023.2 / 2024.1 = "BR23"
- Base Rate for 2024.2 / 2025.1 = "BR24"
- MBS Indexation = "MBSI"

Base Rate for 2024.2 / 2025.1 ("BR24") = **BR23 + (BR23 x (MBSI + 1%))**

GPRA and GPSA agree to update base rates in Table 1 within 10 business days of the annual MBS indexation announcement.