

**National Terms and Conditions for the Employment of Registrars 2017 & 2018**



**GENERAL PRACTICE TRAINING  
PROGRAM**

**National Terms and Conditions for the  
Employment of Registrars (NTCER)  
2017 & 2018 GP Training Years**

## National Terms and Conditions for the Employment of Registrars 2017 & 2018

### Table of Contents

1	Definitions.....	3
2	About the Agreement.....	4
3	Exclusions .....	5
4	Nature of Employment.....	5
5	Statutory Obligations .....	6
6	Leave Entitlements .....	6
6.1	Annual Leave .....	6
6.2	Payment for annual leave .....	6
6.3	Personal/Carers Leave .....	7
6.4	Compassionate Leave .....	7
6.5	Parental Leave.....	7
6.6	Study Leave .....	8
6.7	Public Holidays .....	8
7	Superannuation .....	9
8	Workers Compensation .....	9
9	Training requirements and training time.....	9
9.1	Supervision .....	9
9.2	Educational release.....	9
10	Basis of employment.....	10
10.1	Full time .....	10
10.2	Part time .....	10
10.3	Ordinary Hours of work .....	11
10.4	Ordinary hours for full time registrars .....	11
10.5	Ordinary Span of hours .....	11
10.6	Ordinary activities .....	11
10.7	Training.....	11
10.8	Ordinary hours for part-time registrars .....	11
10.9	Additional Ordinary Hours of Work.....	12
10.10	After hours.....	12
10.11	On-Call.....	12
11	Remuneration .....	12
11.1	Indexation .....	13
11.2	Overtime .....	13
11.3	Calculating ordinary hourly rate of pay for the purposes of payment of overtime.....	13

**National Terms and Conditions for the Employment of Registrars 2017 & 2018**

11.4	On-call .....	13
12	Expenses .....	14
12.1	Travel.....	14
12.2	Relocation Expenses .....	14
12.3	Accommodation Expenses.....	14
13	SIPs and PIPs.....	14
14	Registrar obligations .....	14
14.1	Medical Registration.....	14
14.2	Indemnity .....	15
14.3	Provider Numbers and Credentialing .....	15
14.4	Practice Policies.....	15
14.5	Release of Data .....	15
14.6	Confidential information .....	15
14.7	Incorrect Billings.....	15
14.8	Assignment of Billings .....	15
15	Employer Obligations .....	16
15.1	Record keeping.....	16
15.2	SIP.....	16
15.3	Receipts.....	16
15.4	Orientation .....	16
16	Employment Conditions .....	16
16.1	Workload.....	16
16.2	Fatigue Management .....	16
16.3	Health & Safety .....	17
17	Restrictive Covenant.....	17
18	Dispute Resolution .....	17
19	Termination.....	18
20	Signatures.....	19
GPT1/PRRT1	.....	20
GPT2/PRRT2	.....	20
GPT3/PRRT3 and above	.....	21

## National Terms and Conditions for the Employment of Registrars 2017 & 2018

### 1 Definitions

<b>ACRRM</b>	refers to the Australian College of Rural and Remote Medicine
<b>AGPT</b>	refers to Australian General Practice Training programme or successor program that is established in its place.
<b>AMA</b>	refers to the Australian Medical Association
<b>ATO</b>	refers to the Australian Taxation Office
<b>Base rate of pay</b>	refers to the base rate of pay as defined in schedule A of this agreement
<b>MBS</b>	refers to the Commonwealth Medicare Benefits Schedule
<b>College</b>	refers to ACRRM and/or RACGP
<b>Employer</b>	refers to the entity that employs the registrar
<b>FTE</b>	means full-time equivalent
<b>GPRA</b>	refers to General Practice Registrars Australia
<b>GPSA</b>	refers to General Practice Supervisors Australia
<b>GPT</b>	refers to general practice training term
<b>GPT1/PRRT1</b>	refers to the first six-month FTE placement in a general practice or equivalent setting within AGPT
<b>GPT2/PRRT2</b>	refers to the second six-month FTE placement in a general practice or equivalent setting within AGPT
<b>GPT3/PRRT3</b>	refers to the third six-month FTE placement or equivalent setting within AGPT
<b>GPT4/PRRT4</b>	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
<b>Gross billings</b>	include all fees generated by the registrar at the practice in which they are employed
<b>Gross receipts</b>	include all receipts generated by the registrar at the practice in which they are employed

<b>NTCER</b>	refers to this document, the National Terms and Conditions for the Employment of Registrars
<b>Practice</b>	refers to a training general practice
<b>PIP</b>	refers to the Medicare Australia Practice Incentives Program
<b>PRRT</b>	refers to the ACRRM primary rural and remote terms
<b>RACGP</b>	refers to the Royal Australian College of General Practitioners
<b>Registrar</b>	refers to a GP registrar undertaking the AGPT program
<b>RTO</b>	refers to a Regional Training Organisation
<b>SIP</b>	refers to the Medicare Australia Service Incentives Payment
<b>Supervisor</b>	refers to a GP accredited by a college as a supervisor

## **2 About the Agreement**

The NTCER sets out the key elements to be considered in establishing an employment arrangement in the general practice training environment. The terms and conditions are the result of negotiations and agreement between GPRA and GPSA. It is based on the relevant AGPT and college policies in place as at 1 July 2016, and employment is provided in accordance with those standards.

Notwithstanding this agreement, registrars and employers should be aware that College and AGPT policies will also apply and that they should have regard to them.

The NTCER is operative from the commencement of the 2017 GP training year and is intended for use throughout AGPT and supersedes any previous agreement.

These terms and conditions apply, by agreement between GPRA and GPSA, for the employment of GP registrars in GPT1/PRRT1, GPT2/PRRT2, GPT3/PRRT3 and GPT4/PRRT4 who are not covered by the *Medical Practitioners Award 2010* or any other applicable award or industrial instrument.

These agreed terms and conditions will be reviewed and updated nationally by three representatives each of GPRA and GPSA every two years. The AMA agrees to notify GPRA and GPSA when the review is due, and to assist the parties in reaching agreement on the terms of the update with the AMA's role to encompass:

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

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.

The AMA also agrees to update the agreement to apply the rate of indexation to base rates of pay as detailed in clause 11.

## **National Terms and Conditions for the Employment of Registrars 2017 & 2018**

The NTCER is intended to establish a fair and sustainable basis of employment between the employer and registrars in order to support an appropriate education and training environment, within the context of delivering safe and high quality services in a general practice setting.

These terms and conditions represent what is perceived as acceptable by GPRA and GPSA and have been designed to provide a fair and reasonable financial return for all parties. A registrar and employer may negotiate terms and conditions different from those outlined here by mutual agreement, provided they are no less favourable to the registrar and are consistent with any applicable legislative instrument.

Service provision and patient care are central to the role and function of general practice funded via the fee for service system. 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.

GPSA and GPRA agree to discuss any subsequent significant changes to AGPT and College policies that may affect the operation of this agreement. This will require a meeting between both parties to discuss the issues and consequences. GPRA and GPSA will then publish any subsequent agreements in collaboration.

Both parties to the employment contract 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 Exclusions**

Where another instrument, such as a state or federal award or agreement is in place that covers registrars, it will be the basis for the employment of registrars.

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.

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 RTO 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-determine-if-workers-are-employees-or-contractors/> ). The NTCER gives rise to no other relationship between the parties, such as independent contractor, partner or agent.

## **National Terms and Conditions for the Employment of Registrars 2017 & 2018**

An employment agreement 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 agreement (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.

In the event that 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 seeking parental leave should contact their RTO 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.

## **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 plus superannuation will remain at 49.05% (currently 44.79% + 9.5% superannuation) 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 registrars are trainees, they are expected to attend official educational sessions throughout their training.

## **National Terms and Conditions for the Employment of Registrars 2017 & 2018**

For full-time registrars in GPT1 and GPT2, educational release mandated by the relevant College and AGPT is paid at the relevant base rate. Part-time registrars are paid for educational release at half the rate of full-time registrars.

GPT1 and GPT2 level registrars will not be paid for educational release if it occurs on a weekend or after hours or if part time on a week day that they are typically not rostered to work.

For fulltime registrars that are working 38 hours over 4 days and attend an educational release on the 5th day in a normal working week, then those educational release hours may be taken as equivalent time off in lieu on the day immediately preceding or day immediately following the educational release day in order to comply with clause 16.2 Fatigue Management.

As this is intended to address fatigue management then these hours cannot be accumulated and used at other times.

GPT3 and above level registrars are not paid for educational release time.

As a guide, educational release time could be allocated from 0-3.5 hours, and in-practice teaching from 0-3 hours each week. Administration time should be approximately 2.5 hours a week. The remainder of a full-time registrar's time should be allocated to consulting time.

### **10 Basis of employment**

#### **10.1 Full time**

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

#### **10.2 Part time**

Part-time employment is any number of hours less than 38 hours / week averaged 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 averaged over 4 weeks
- b) worked over at least four days per week averaged 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:

- 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 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).

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.

## **National Terms and Conditions for the Employment of Registrars 2017 & 2018**

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.

At a registrar's request the employer must provide access to and explanation of their patient billing information.

### **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. The new base rates of pay will become applicable in the training term immediately following the MBS increase.

### **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 supervisor, but within one month; **OR**
- b) paid at 150% of the ordinary hourly rate.

### **11.3 Calculating ordinary hourly rate of pay for the purposes of payment of overtime**

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

$$\text{Ordinary hourly rate} = \frac{\text{weekly base rate of pay}}{38}$$

### **11.4 On-call**

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. 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 RTO

### **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 RTO.

## **13 SIPs and PIPs**

SIPs are to be added to a registrar's gross billings or receipts.

The registrar is not automatically entitled to receive any portion of PIP 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 Medicare.

## **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.

## **National Terms and Conditions for the Employment of Registrars 2017 & 2018**

### **14.2 Indemnity**

During the term of employment, the registrar will hold professional indemnity insurance in respect of the work contemplated by this agreement. In the event that 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 inquiries 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, 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 on average 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.

## **National Terms and Conditions for the Employment of Registrars 2017 & 2018**

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. If the registrar continues to feel unsafe then the registrar may invoke the dispute resolution process outlined below.

### **17 Restrictive Covenant**

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

The employer 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.

### **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 RTO. 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 a group consisting of representatives from both GPRA and GPSA. Such enquiries are to be directed to [enquiries@gpsupervisorsaustralia.org.au](mailto:enquiries@gpsupervisorsaustralia.org.au) or [registrarenquiries@gpra.org.au](mailto:registrarenquiries@gpra.org.au). Contracts that include variations outside of the NTCER may not be able to be examined by this group.

## **National Terms and Conditions for the Employment of Registrars 2017 & 2018**

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

### **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 training provider.

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.

**20 Signatures**

Agreed and signed by the parties, to come into effect from the commencement of the 2017 GP training year.

**Signed for and on behalf of General Practice Supervisors Australia by:**

Name: Dr Bruce Willett

Position: Chair

Signature:



Date: 14 September 2016

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

Name: Dr Jomini Cheong

Position: President

Signature:



Date: 14 September 2016

## Schedule A Remuneration

The registrar will be paid the base rate of pay set out below fortnightly, with the difference between the base rate of pay and the percentage (if applicable) paid at no longer than three 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 this 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.

### GPT1/PRRT1

Payment for ordinary hours for a registrar at the GPT1/PRRT1 level is calculated over a 3 monthly cycle and will be the higher of a) or b) below.

- a) The **base rate of pay** for a full-time registrar is \$74,215 (\$1,427.21/week), plus the statutory rate of superannuation as determined by the Commonwealth, currently 9.5%
- b) 49.05% 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, currently 9.5% ('the percentage').

### GPT2/PRRT2

Payment for ordinary hours for a registrar at the GPT2/PRRT2 level is calculated over a 3 monthly cycle and will be the higher of a) or b) below.

- a) The **base rate of pay** for a full-time registrar is \$89,226 (\$1,715.88/week), plus the statutory rate of superannuation as determined by the Commonwealth, currently 9.5%.
- b) 49.05% 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, currently 9.5% ('the percentage').

## National Terms and Conditions for the Employment of Registrars 2017 & 2018

### GPT3/PRRT3 and above

Payment for ordinary hours for a registrar at the GPT3/PRRT3 level is calculated over a 3 monthly cycle and will be the higher of a) or b) below.

- a) The **base rate of pay** for a full-time registrar is \$95,295 (\$1,832.60/week), plus the statutory rate of superannuation as determined by the Commonwealth, currently 9.5%
- b) 49.05% 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, currently 9.5% ('the percentage').