GENERAL PRACTICE REGISTRARS AUSTRALIA

GPSA

GENERAL PRACTICE SUPERVISION AUSTRALIA

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

Version 2026-01

Valid from Semester 1, 2026

PREAMBLE

The National Terms and Conditions for the Employment of Registrars (**NTCER**) sets out the minimum terms and conditions framing the relationship between practices and registrars engaged in general practice (**GP/RG**) specialty training across Australia. The national peak organisations representing the two sides of the GP training coin, General Practice Registrars Australia (**GPRA**) and General Practice Supervision Australia (**GPSA**), are responsible for overseeing the operation of, and updating, the NTCER.

This document, referred to as the NTCER "Agreement", is reviewed every other year to ensure its currency in the changing professional and training environment, relevance to the needs of all participants in GP/RG training, and compliance with the *Fair Work Act 2009* (Cth) (**FWA**) and other applicable legislative instruments.

The NTCER is not an Award or an Enterprise Agreement. It is a set of terms and conditions which are incorporated into the employment contract and training relationship. Australian General Practice Training (**AGPT**) program participants are required to adopt the NTCER as part of the funding arrangements in that pathway.

The terms and conditions outlined in this version of the Agreement (v2026.1) will take effect from the commencement of the first training semester in 2026 and will continue until replaced.

Background

The NTCER was originally designed to provide clarity regarding the application of the National Employment Standards (**NES**) within the specific context of the AGPT.

Since the NTCER's inception, alongside the AGPT, the general practice training sector has seen changes to existing, and the introduction of new, GP/RG specialist training pathways.

Going forward, GPRA and GPSA are committed to ensuring the NTCER provides some consistency for training practices and registrars across all GP/RG specialty pathways, making this a best practice resource to which all training practices and other relevant agencies can refer in their employment contracts with registrars, regardless of their training pathway.

2024 NTCER Review Process

The 2024 review of the NTCER by GPSA and GPRA involved consultation with registrars, supervisors, practice owners, practice managers, the Australian Department of Health and Aged Care and other key sector stakeholders. Stakeholders provided consistent feedback for the remit of the NTCER to be applied to all GP/RG training pathways - not just the AGPT.

Participants in GP/RG training called for this Agreement to provide greater certainty for the rights and responsibilities of training practices and registrars on all pathways, not just the AGPT, as well as those engaged under secondment arrangements such as with the Australian Defence Forces (**ADF**) or other pilot Single Employment Models (**SEMs**).

In addition to the need to expand the NTCER, the 2024 review also resulted in the billing cycle changes included in Schedule A – Remuneration (AGPT), fulfilling one of the primary roles of this Agreement: to provide two-way protections for our members and the future of GP/RG training.

2025/2026 NTCER

For the reasons set out above, GPSA and GPRA agreed to release an updated NTCER (version 2025-02) to demonstrate to participants in non-AGPT pathways how certain terms of the NTCER could be adopted for use in those pathways. Each pathway is addressed in the Schedules B to F.

GPSA and GPRA acknowledge the ways in which the non-AGPT pathways differ from AGPT in how registrars are employed and trained and each Schedule reflects this.

Practices/supervisors and trainees engaged through pathways other than the AGPT are encouraged to consider adapting the terms and conditions of their training arrangements (and employment or independent contracting relationships where appropriate), in accordance with the relevant Schedule.

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1 Definitions

ACRRM	Australian College of Rural and Remote Medicine
AGPT	Australian General Practice Training Program
Agreement	the NTCER
Assignable intellectual property	intellectual property not created in the course of the registrar's employment
ATO	Australian Taxation Office
Base rate of pay	the base rate of pay as defined in Schedule A – Remuneration (AGPT) of this Agreement
CGT	Core Generalist Training – prefix used with training levels 1-4 by ACRRM
CGT1	the first six-month FTE placement in a general practice or equivalent setting within AGPT
CGT2	the second six-month FTE placement in a general practice or equivalent setting within AGPT
CGT3	the third six-month FTE placement in a general practice or equivalent setting within AGPT
CGT4	the fourth six-month FTE placement in a general practice or equivalent setting within AGPT
College	ACRRM and/ or RACGP
Employer	the entity responsible for employment of the registrar
Fixed term contract	a contract that terminates at the end of an identifiable period - this type of contract involves specific terms under the FWA
FSP	Fellowship Support Program – non-AGPT RACGP vocational pathway
FTE	Full-time equivalent
FWA	the *Fair Work Act 2009* (Cth)
GP	general practice, or general practitioner
GPRA	General Practice Registrars Australia
GPSA	General Practice Supervision Australia
GP training	vocational training in the general practice (GP) specialty – this is a catch-all term given to include rural generalist
GPT	General Practice Training – prefix used with training levels 1-4 by RACGP

GPT1	the first six-month FTE placement in a general practice or equivalent setting within AGPT
GPT2	the second six-month FTE placement in a general practice or equivalent setting within AGPT
GPT3	the third six-month FTE placement in a general practice or equivalent setting within AGPT
GPT4	the fourth six-month FTE placement in a general practice or equivalent setting within AGPT
Gross billings	all fees generated by the registrar's clinical work at the practice in which they are training minus adjustments for reversals, rejections and write-offs
Gross receipts	all receipted fees attributed to the registrar's clinical work at the practice in which they are training
Intellectual property	copyright, designs, trademarks, logos, domain names, business names and patents whether existing now or at any time in the future
IP	Independent Pathway – non-AGPT ACRRM vocational pathway
MBS	Medicare Benefits Schedule
Mutually Agreed/Mutual Agreement	Decision made jointly between the employer and employee.
NCP	National Consistent Payments
NES	the National Employment Standards in the *Fair Work Act 2009* (Cth)
NTCER	this document, the National Terms and Conditions for the Employment of Registrars
Patients	individuals receiving primary care services under a relationship with clinicians at the training practice including the registrar
Percentage of billings	the negotiated percentage of gross billings generated by registrar's clinical work
Percentage of receipts	the negotiated percentage of the gross receipted fees attributed to the registrar's clinical work
PIP	the Services Australia Practice Incentives Program
Practice	the primary care business in which GP training is delivered – this is a catch-all term given to include non-traditional contexts such as Aboriginal Medical Services, Royal Flying Doctors Service, Australian defence Force, hospital-linked GP clinic and/or other accredited community based training site
RACGP	the Royal Australian College of General Practitioners
RDAA	The Rural Doctors Association of Australia

Registrar	a vocational trainee undertaking GP training
RG	rural generalism, or rural generalist
RGTS	Rural Generalist Training Scheme – non-AGPT ACRRM vocational pathway
RVTS	Remote Vocational Training Scheme
Serious misconduct	registrar behaviour inconsistent with continued employment with the training practice due to breaches with applicable Code of conduct and/or Human Resources policies of the employer
SIP	the Services Australia Service Incentives Payment
Supervisor	a GP or RG accredited by a training provider as a supervisor of vocational trainees
Supervision team	members of the training practice involved in providing clinical and non-clinical supervision of the registrar – includes but is not limited to accredited and non-accredited clinicians, practice nurses, practice managers, reception staff and practice owners
Training pathway	one of four vocational training options for the postgraduate doctor pursuing fellowship in the GP/RG specialty: the AGPT, FSP, IP and RGTS
Training practice	a primary care clinic in which medical services provided to the community may form part of a supervised training placement for registrars whether employed by or seconded to that site
Training program	the RACGP and/ or ACRRM curriculum and structural requirements that frame the junior doctor's educational and experiential journey to independent practice as a GP/RG
Training provider	College or other agency engaged in the delivery of a vocational training program
Unreasonable Refusal of Unpaid Leave	An unreasonable refusal of unpaid leave includes, but is not limited to: - Failure to provide written justification for refusal; or - Refusal based solely on inconvenience without consideration of registrar wellbeing or training obligations.
Write-offs	any portion of the fees that have been billed by the registrar for which the practice will never receive payment – the reduction of the registrar's gross billings by write-offs only applies where this is the result of relevant state/ Commonwealth legislation; write-offs for bad debt are to be borne by the practice.

2 About the Agreement

The National Terms and Conditions for the Employment of Registrars (NTCER) is not a "fair work instrument" within the meaning of section 12 of the FWA. That is, the NTCER is not a modern award, enterprise agreement, workplace determination or a Fair Work Commission Order.

Rather, the NTCER is designed to provide a fair and consistent basis from which both the GP/RG registrar and employing practice may negotiate the registrar's employment terms and conditions.

The minimum standards GPRA and GPSA have agreed upon in the employment terms and conditions documented in the NTCER (the Agreement) are designed to promote the sustainable continuation of GP/RG Specialist training on which the future of Australian general practice rests.

These terms and conditions are additional to, and do not replace, the minimum employment conditions set out in the FWA with particular reference to the National Employment Standards (**NES**).

NTCER Application

This Agreement applies to the employment of GP/RG 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 NES and the training requirements of the relevant training provider.

NTCER Applicability – AGPT and RGTS

It is a requirement that employment of registrars on the AGPT and RGTS programs complies with the NTCER; in the case of new models of GP/RG specialist registrar employment (pilots or other), alternative industrial arrangements must accord with terms and conditions no less favourable than what has been outlined in the NTCER.

NTCER Applicability - non AGPT Pathways

Employers of registrars on non-AGPT pathways are welcome and encouraged to adapt, as may be appropriate in each circumstance, the current NTCER's minimum standards for GP/RG registrar employment contracts.

The spirit of the NTCER

GPRA and 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.

Both national peak bodies for GP/RG specialist training jointly regard the core principles in individual employment negotiations and arrangements 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. These principles are essential for the registrar's completion of their GP/RG speciality training and for the training practice to sustainably deliver quality training and patient care.

Annual changes to the NTCER remuneration schedule

The Medicare Benefits Schedule (**MBS**) indexation factor, announced annually before 1st July, is applied to base rates of pay as detailed in clause 11.1 of the NTCER. Schedule A – Remuneration (AGPT) 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.

Use of the NTCER version 2026.1

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 (AGPT), and clause 11.1), the Agreement is operative from the commencement of Semester 1 2026.This version will remain in place until the conclusion of the next review.

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

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 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 typically valid for the subsequent 24-month period or until replaced by a newer version of the Agreement.

During the ongoing 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 representatives 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 employment of the registrar, such as a state or federal award or agreement, that will be the basis for the employment of the registrar.

Where this is the case, the NTCER should be referenced as the guiding instrument for terms and conditions for the employment of a GP/RG specialist registrar at a training placement. The NTCER should also be used as reference for the core principles of mutual respect and open communication to frame the relationship between the training practice and the registrar.

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 training provider on a case-by-case basis.

4 Nature of Employment

It is a requirement of the AGPT program that a registrar is engaged as an employee.

An employment contract will be negotiated between the employer and the GP/RG 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) along with any other documentation required under FWA and the ATO 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.

The NES includes minimum entitlements for maximum weekly hours, leave, public holidays, superannuation contributions and more.

For clarity, employment of registrars under GP/RG specialist training programs falls under the definition of fixed term employment, which differs from permanent employment and invalidates certain NES entitlements. In addition to the Fair Work Information Statement, the Fixed Term Contract Information Statement, must be provided to the registrar with their employment documentation.

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

If there is any inconsistency between a provision of the NTCER and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. This will trigger an interim review of the Agreement.

6 Leave Entitlements

Prior to requesting any form of paid or unpaid leave, registrars have a duty to inform themselves of any implications on their training time and progress through the training program.

Registrars are responsible for investigating the impact of any period of leave on the ongoing validity of their Medicare Provider Number.

Approving all forms of scheduled leave, whether paid or unpaid, is at the discretion of the training practice. A registrar's request to access their entitlement to paid or unpaid leave must not be unreasonably refused.

All parties – training practice, employer (where this may be an entity other than the training practice), supervisor, supervision team and registrar - must work together to minimise any compromise to, or disruption of, patient care, and ensure operational stability of the training practice can be sustained through the registrar's requested absence.

6.1 Annual Leave

Registrars are entitled to four weeks of paid annual leave in each year of employment throughout GP/RG training. In fixed term community training placements, the total paid annual leave entitlement will be either two weeks for a six-month contract, or four weeks for twelve months of consecutive employment with the same training practice.

Annual leave must be taken during, or paid out at the conclusion of, the fixed term of the employment contract.

Annual leave accrues for all registrars, whether full-time or part-time, at a rate of 7.69% of their ordinary hours including additional ordinary hours as defined in clause 10.9 below.

This calculation includes both clinical and non-clinical hours such as educational release, along with contracted hours to which any form of leave outlined in this section (6) has been applied.

Employers must ensure their payroll systems automatically calculate this entitlement. The employer is also required to display the registrar's up-to-date annual leave accrual on their payslips.

6.2 Annual Leave taken in advance of accrual

Recognising that the fixed term of the GP/RG specialist training contract does not allow the latitude of ongoing permanent employment arrangements, GPRA and GPSA acknowledge that registrars may wish to access annual leave that has not yet been accrued during their training.

Further to section (6) above, any arrangements of this nature must be negotiated between the training practice and registrar on a case-by-case basis.

For the purpose of maintaining transparency in the registrar's relationship with their employer, annual leave taken in advance of accrual must be documented. The agreement template provided by the Fair Work Ombudsman is recommended for this purpose.

6.3 Payment for Annual Leave

Training practices engaging registrars across multiple consecutive contracts must offer the registrar the option of rolling over unused annual leave from one fixed term contract to the next, noting that

annual leave is paid at the base rate of pay relevant to the registrar's training level at the time of drawing on this entitlement.

As set out in the agreement template referred to in clause 6.2, in the event that a registrar has taken unaccrued annual leave and terminates their employment before the equivalent amount of leave has been accrued, the employer is entitled to deduct the amount corresponding with the difference between unaccrued and accrued annual leave from any money due to the employee in their final pay.

6.4 Personal/Carers Leave

Full-time registrars are entitled to ten (10) days of paid personal/carer's leave in each year of employment throughout GP/RG training. In fixed term community training placements, the total paid personal/carer's leave entitlement will be either 5 days full-time equivalent (FTE) for a six-month contract, or ten days FTE for twelve months of consecutive employment with the same training practice.

Personal/carer's leave accrues for all registrars, whether full-time or part-time, at a rate of 3.85% of their ordinary hours. This calculation includes both clinical and non-clinical hours such as educational release, along with contracted hours to which any form of leave outlined in this section (6) has been applied.

Employers must ensure their payroll systems automatically calculate this entitlement. The employer is also required to display the registrar's up-to-date personal/carer's leave accrual on their payslips.

6.5 Personal/Carer's Leave taken in advance of accrual

Recognising that the fixed term of the GP/RG specialist training contract does not allow the latitude of ongoing permanent employment arrangements, GPRA and GPSA acknowledge that registrars may need to access personal/carer's leave that has not yet been accrued during their training.

Honouring the longstanding agreement between GPRA and GPSA, upon the commencement of the training semester, the AGPT registrar is entitled to draw on their full entitlement of paid personal/carer's leave in advance of accrual. For a full-time registrar, this would be 38 hours for each six-month fixed term contract of employment; for a part-time registrar, this would be calculated as one full week of their average contracted hours.

6.6 Payment of Personal/Carer's Leave

Training practices engaging registrars across multiple consecutive fixed term contracts must roll over unused personal/carer's leave, noting this will be paid at the base rate of pay relevant to the registrar's training level at the time of drawing on this entitlement.

In the event that a registrar has taken unaccrued personal/carer's leave and terminates their employment before the equivalent amount of leave has been accrued, the employer is entitled to deduct the amount corresponding with the difference between unaccrued and accrued personal/carer's leave from any money due to the employee in their final pay.

6.7 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, or other relatives with the employer's agreement.

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

Compassionate leave is not accumulated, is not rolled over when fixed term contracts are extended, and is not paid out at the conclusion of the registrar's employment with the training practice.

A registrar taking compassionate leave must give the training practice notice as soon as they can - which may be after the leave has started. This notice must include how much leave they are taking, or expect to take, and the corresponding dates they will be absent from the practice and any out-of-practice training sessions.

Under the FWA, an employer is entitled to reasonably request evidence about the reason for compassionate leave (for example, a death or funeral notice or statutory declaration). If the registrar fails to provide the requested notice or evidence, the training practice has the right to treat the period of compassionate leave as unpaid leave.

6.8 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: regardless whether they are employed under a fixed term contract or how many such contracts they have worked with that employer.

Under the NES, upon the ending of a period of unpaid parental leave, an employee is entitled to return to the employee's pre-parental leave position or, if that position no longer exists, an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position. As registrar employment by training practices is under fixed term contracts governed by the terms of the training program and wider sector structures such as Medicare Provider Number (MPN) validity, these options are not available to registrars at the present time.

Registrars may be eligible for paid parental leave via the Australian Government paid parental leave scheme, subject to satisfying applicable income and work tests. Training practices providing employment to the registrar in the 13 months immediately preceding their application for the Commonwealth's Paid Parental Leave Scheme will provide reasonable assistance to evidence the hours that the registrar has worked for them. Registrars can also request confirmation of working hours from their training provider throughout the relevant period.

For registrars (GP/RG trainees) engaged under either of the Commonwealth-funded (AGPT or RVTS) pathways, these registrars who access a period of parental leave may be able to claim an incentive payment during parental leave under the GP Training Incentive Payments Policy. Unless otherwise agreed, parental leave will be taken as leave without pay from the employer and any payment is provided under the GP Training Incentive Payments Policy. NES leave entitlements do not accrue during a period of parental leave where a registrar is paid only under the Policy. Superannuation is not payable on incentive payments

See clause 6.12 for more detail.

Further to section (6) above, registrars seeking parental leave should contact their training provider as soon as reasonably possible to inform themselves about their options.

6.9 Study Leave

Study leave is not a paid leave entitlement. Further to section (6) above, if registrars wish to take time away from their employment obligations for study, they must first seek approval from the practice and discuss any impact on training time with their training provider.

Registrars who enter a GP/RG specialist training term in the belief that they will require study leave are encouraged to discuss this openly with the training practice before commencing their employment. This allows for planning of rosters across the fixed term of the registrar's contract.

Registrars can also request study leave as a part of their employment package while negotiating their terms ahead of their commencement at the practice. However, it is up to the training practice to agree to any request regarding study leave.

For registrars (GP/RG trainees) engaged under either of the Commonwealth-funded (AGPT or RVTS), registrars who access a period of study leave may be able to claim an incentive payment during study

leave under the GP Training Incentive Payments Policy. Unless otherwise agreed, study leave will be taken as leave without pay from the employer and any payment is provided under the GP Training Incentives Policy. NES leave entitlements do not accrue during a period of study leave where a registrar is paid only under the Policy. Superannuation is not payable on incentive payments

See clause 6.12 for more detail.

6.10 Public Holidays

Ordinary hours are defined by the MBS as 8am-8pm Monday-Friday and 8am-1pm Saturday.

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 as defined for AGPT registrars in Schedule A – Remuneration (AGPT) and equivalent time off in lieu, which will be paid at their base hourly rate of pay;

OR

- 150% of their normal pay as defined for AGPT registrars in Schedule A - Remuneration (AGPT), 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.

6.11 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 leave entitlement will be available upfront from the commencement of the employment contract, but will not accumulate beyond the overall 10-day annual entitlement for a 12-month period if not used in that 12-month period.

There are rules about information that must not be included on a registrar's payslip relating to paid family and domestic violence leave. Practices should consult www.fairwork.gov.au to stay informed about these rules.

Any ongoing need to access this type of leave by a registrar will be reviewed by all parties after each training semester to consider the impacts on the training practice and the registrar.

6.12 GP Training Incentives

For registrars (GP/RG trainees) engaged under either of the Commonwealth-funded (AGPT or RVTS) pathways, the Australian Government has in place a number of incentives under its GP Training Incentive Payments policy.

These include:

- a study leave incentive payment;
- parental leave incentive payment and
- a salary incentive for commencing registrars only on relevant Commonwealth funded training pathways

Payments under this program are classified as incentives that are available through the National Consistent Payment (NCP) framework and are not employment entitlements owed by an employer.

This clause will remain in effect while the GP Training Incentive Payments continue to be provided by the Australian Government.

Where a registrar has rights and/or protections under the National Employment Standards (NES) or the *Fair Work Act 2009* and they are more favourable, those provisions will apply.

Registrars and their employer are expected to engage in proactive planning regarding leave arrangements to support access to the incentives and possible impacts on their training requirements, while also assisting the employer with effective operational management.

Registrars are encouraged to discuss their study or parental leave plans with their employer as early as possible or with a reasonable period of notice, in accordance with the policy.

Where a registrar provides a reasonable period of notice, the employer will not unreasonably refuse unpaid leave.

Both parties will work collaboratively to identify alternative arrangements that maximise access to the available incentives.

For periods of extended leave taken during which a registrar accesses GP Training Incentive Payments, registrars will not be penalised and the terms of their employment agreement will remain in effect.

If the employment ceases during the leave period, there is no obligation for the registrar to return to the same employer, nor for the practice to offer re-employment. Any return to work or re-engagement arrangements must be mutually agreed by all parties.

Information about GP Training Incentive Payments, including eligibility and the application process, can be found in the policy available on the Department of Health, Disability and Ageing website:

- https://www.health.gov.au/sites/default/files/2025-10/gp-training-incentive-payments-policy_0.pdf

- https://www.health.gov.au/our-work/gp-training-incentive-payments.

7 Superannuation

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

From 1st July 2025, the practice's SG contributions must be paid into the employee's nominated superannuation fund at least every three months, at the legislated rate of 12%.

From 1st July 2026, employers will be required to pay SG contributions at the same time as the payment of the registrar's salary and wages.

Superannuation is payable on all ordinary time earnings. The applicable SG rate will be applied to the registrar's base rate of pay or percentage of billings/ receipts, whichever is higher.

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 training provider, and may differ according to the registrar's training pathway.

9.1 Supervision

At a minimum, the training practice shall provide supervision in accordance with the guidelines of the AGPT or other relevant training program.

Training practices should ensure a supervision team made up of accredited and unaccredited supervisors, practice manager, practice nurse and reception staff is equipped to meet the various clinical and professional needs of the registrar.

The assigned supervisor or their delegate should be available to attend in person within a reasonable timeframe in the event of an emergency, or where either the registrar or the patient requests their presence. In circumstances approved by the relevant training provider(s), supervision may be provided remotely using video or telephone technology.

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

9.2 Educational Release – AGPT Program

The AGPT program requires registrars on this pathway to attend all mandatory AGPT educational sessions that count toward their training requirements.

Educational release forms part of the remuneration developed under this Agreement specifically for the AGPT registrar's attendance of these out-of-practice educational sessions during their contracted hours.

a) Registrars will not be paid for educational release if it occurs on a weekend or after hours, noting "after hours" refers to all time outside the ordinary hours defined by the MBS as 8am-8pm Monday-Friday and 8am-1pm Saturday.

b) Educational release forms part of the AGPT registrar's ordinary pay; as such it is not an allowance accrued or paid on top of the total hours for which the registrar is contracted by the practice.

c) Educational release is not an allowance that practices should seek to avoid by changing the registrar's standard roster around the training provider's schedule of educational sessions.

d) Before agreeing to the standard roster to be worked in the training practice, the registrar must confirm the schedule of educational sessions for the corresponding training semester with the relevant training provider and advise the training practice of these dates; where the training provider has not confirmed these dates before the registrar's standard roster needs to be set, the registrar must advise the practice in writing as soon as these dates are known so that any adjustments can be made immediately to rosters and/or employment documentation

e) Registrars employed in a part-time capacity must note that, while encouraged to complete the full-time educational load by their training provider, the training practice is under no obligation to pay them to attend, or accommodate their attendance of, more than the number of hours of out-of-practice education that corresponds with the FTE fraction agreed to in their employment contract.

f) Training practices receive pro-rata support under the National Consistent Payment framework (NCP) for their AGPT registrar's attendance of these sessions; training practices should note that it is unlikely that any increase in a part-time registrar's contracted hours after the commencement of the training semester will alter the amount of support the practice would receive under the NCP for any increased attendance of educational sessions.

g) If the registrar is required to attend a session during ordinary hours as defined above at (a) but this day is not on their usual roster, the training practice will grant them educational release as paid time out of the practice on the previous or next rostered day, using the calculations described below at (k) and (l).

h) Where a part-time registrar is splitting their training across 2 training practices, they must use their best endeavours to ensure the burden of educational release is shared equitably between both employers and not claim an unfair amount of time out of the practice from either.

i) Where a registrar works an irregular pattern of hours on their usual roster, the educational release granted for their absence will not exceed the average of the hours they would otherwise work on the previous or next rostered day.
j) Attendance at the training provider's educational sessions in the registrar's standard rostered hours must be paid at the base hourly rate.
k) Where the registrar is required to attend a session for 4 hours or less within the registrar's normal roster, this will be treated as the greater of 4 hours or a half-day against the hours the registrar would otherwise work in the training practice on that day. For part-time registrars, this applies until the total number of pro-rata hours of educational release under their employment contract has been exhausted.
l) Where the registrar is required to attend a full-day training provider orientation or educational session of more than 4 hours,
    a. the full-time registrar is entitled to be absent from the practice for the entire day and be paid the total number of hours they would otherwise have worked in the practice that day up to the average daily hours across a 38-hour 5-day week.
    b. the part-time registrar is entitled to be absent from the practice for the entire day and be paid the total number of hours they would otherwise have worked in the practice that day until the total number of pro-rata hours of educational release under their employment contract have been exhausted.
m) Practices will grant full-time registrars who work 38 hours over 4 days and attend an educational release on the 5th day in a normal working week educational release hours using the calculations described above at (k) and (l) 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, these hours cannot be accumulated and used at other times.

9.3 Administration Time

The practice will accommodate administration time of 0.5 hours per half-day session, to a maximum of 5 hours per week, 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 it be used to extend a lunch break for purposes other than administration.

This administration time can, however, be used flexibly for personal study on a day-to-day basis if administration is complete. The registrar is not to use administration time to leave the practice before the conclusion of their rostered shift without obtaining written permission from management.

Examples of how administration time can be included in the registrar's roster include:

a) 15 minutes at the beginning of the session and 15 minutes during the session marked off for administration; or
b) 30 minutes at the end of the session marked off for administration.

9.4 Practice Orientation

Under the terms of the AGPT program, the registrar is required to attend an orientation at the training practice after commencing their employment with that practice.

The practice will schedule the orientation during the registrar's ordinary hours and pay the registrar for their attendance at their base rate of pay.

a) If the registrar is directed to attend a day of orientation at the practice before the commencement of their employment, the practice will pay them the total number of hours at the contracted base rate of pay.
b) If the registrar is directed to attend a day of orientation at the practice on a day not on their agreed roster, the practice will pay them the total number of hours at the contracted base rate of pay and give them the next rostered day off in lieu.

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 fixed 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 but no more than 76 hours per fortnight
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:
    a. Scheduled consulting time (whether attending patients or not)
    b. Home, hospital and nursing home visits including travel time
    c. Administrative time (e.g. writing notes, telephone calls that do not constitute a consultation or attract a billing item, reports);
b) practice-based teaching time; and
c) educational release time.

10.7 Mandated Training

Depending on level of training, training pathway, and training provider, 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.

Part-time registrars are reminded to ensure their training provider's requirements are met for educational release and teaching time when negotiating their contracted hours and roster with the training practice.

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.

a) 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*.

b) All ordinary hours including those additionally worked by the registrar, whether part-time or full-time, are treated as "ordinary hours" for the purposes of leave accrual.

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 employed full-time GP/RGs 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 employed GP/RGs in the practice (pro rata for part-time registrars). If other employed GP/RGs 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 AGPT registrars are set out in Schedule A – Remuneration (AGPT) 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.

Where the AGPT registrar's entitlement to a percentage payment for work undertaken exceeds the base rate of pay in accordance with Schedule A – Remuneration (AGPT), the registrar's remuneration shall be calculated according to either billings made, or receipts received. The method of calculation is to be agreed between the employer and the registrar in the registrar's employment contract.

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. In this event, the employer will forward the registrar's percentage of any receipted fees within 10 business days of reconciliation. It is the registrar's responsibility to ensure the employer has their current contact and bank details for this purpose.

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 next full pay period immediately following 1st July.

As a result of the 2024 NTCER review, 2 consecutive increases of 3.5% were agreed upon for the base rate payable to GPT1/CGT1 registrars on the AGPT pathway.

- The first of these was incorporated in the GPT1/CGT1 base rate in Schedule A – Remuneration (AGPT).
- The second will be applied in Semester 1 of 2026 according to the calculation outlined under "Formula for adjusting base rate of pay for GPT1/CGT1 registrars in 2026.1" in that Schedule.

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 employed doctors in the practice (pro rata for part-time). By agreement overtime can be:

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

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.

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

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 and travel time 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 training provider. All registrars are encouraged to explore rural incentives that may be available to them by referring to relevant agencies and training providers.

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 training provider. All registrars are encouraged to explore rural incentives that may be available to them by referring to relevant agencies and training providers.

13 SIPs and PIPs

Service Incentive Payments (SIPs) are a form of Practice Incentive Payment (PIP) made for the individual GP/RG's provision of a limited number of specified services. These incentives are administered by Services Australia.

SIPs are paid quarterly in arrears and may not reliably fall within the period of the registrar's negotiated pay cycle or indeed their employment term. The exact distribution of these payments should be mutually agreed, noted in the employment contract, and not disadvantage either the registrar or the practice.

SIPs and PIPs are the subject of an extensive Commonwealth review at the time of writing this version of the NTCER. Practices and registrars are therefore encouraged to inform themselves about any changes to the currency of SIPs throughout the training term.

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 inquiries of the registrar's medical insurer to verify membership or level of insurance, as the case may be.

14.3 Medicare Provider Numbers and Credentialing

Prior to the commencement of employment, the registrar will obtain and produce evidence of a valid Medicare Provider Number (MPN). In the event the registrar's contract with the training practice is extended for a second fixed term, the registrar is responsible for ensuring the ongoing validity or updating of their MPN. This applies to make-up time in a practice. The practice will provide the registrar all necessary assistance with their application for or renewal of MPN.

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 and Code of Conduct

As an employee, the registrar agrees to abide by all practice Human Resource policies and procedures and any relevant Code of Conduct.

14.5 Release of Data

For the purposes of Practice Incentives Program (PIP), the practice will access the registrar's 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 Integrity of Gross Billings

The registrar is responsible for the correct billing of all of their patients. 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.

a) For the purpose of calculating the registrar's gross billings under Schedule A – Remuneration (AGPT), the fees generated by the registrar's clinical work at the training practice are adjusted for reversals, rejections and write-offs.
b) For clarity, with reference to (a) above, write-offs that result from the practice's non collection of a 'bad' debt are to be excluded from this adjustment.

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 training.

In the case of payments being made inadvertently directly to the registrar, the registrar will pass these payments on to the practice as soon as they become aware of the payment.

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 SIPs

The employer will assist the registrar in meeting their registration requirements for Services Australia to enable them to access payments for any relevant Service Incentive Payments (SIPs). As the registrar is required under clause 14.8 of this Agreement to assign all billing and other associated revenue to the practice, the practice will ensure the negotiated proportion of all relevant SIP payments are forwarded to the registrar within ten (10) business days.

15.3 Receipts

The training practice 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 vaccination programs, emergencies, staff illness and outbreaks of illness this workload may vary.

16.2 Fatigue Management

GPRA and GPSA agree that fatigue management is an important issue and is a shared responsibility between both the registrar and the training practice.

Training practices and supervisors are charged with the responsibility for the safety of not only their registrars but also that of their attending patients.

a) The management of fatigue and excessive workload is fundamental to high quality GP/RG training, requiring frank and open dialogue between the registrar and their employer to allow for arrangements to be made to address and mitigate fatigue issues.
b) The registrar should be encouraged to share any challenges regarding their study habits with their supervisor and seek solutions to minimise education-related fatigue.
c) The registrar is required to advise the practice manager of any additional work they are doing outside their engagement with the training practice.
d) It is the registrar's responsibility to inform the practice of any shifts at another place of work that may impact on their ability to have a clear period of rest of no less than ten (10) hours.
e) The training practice is responsible for ensuring the registrar has a clear period of rest of no less than ten (10) hours between shifts.
f) The registrar is responsible for ensuring they have a clear period of rest of no less than ten (10) hours between shifts, including those worked at the training practice and any other workplace.
g) The registrar will respect the terms of their engagement with the training practice including prioritising the shifts agreed in their contracted practice hours over external shifts that may impose an unfair burden on the practice.

16.3 Breaks

The registrar may request to take an unpaid break of up to 30 minutes if they have been on duty for a period in excess of 5 hours. The employer must not unreasonably refuse a registrar's request for a break under this clause.

GPRA and GPSA acknowledge that in special circumstances, such as emergencies, staff illness and public health emergencies, it may not be possible to provide the registrar with breaks under this clause.

Further to clause 16.2, the employer will make every endeavour to provide the registrar with a clear rest period of ten (10) hours between shifts.

16.4 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:

a) Reliable telecommunication contact for any after hours, or home visits; and
b) 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.

The registrar is encouraged to communicate any concerns they may have about their safety to their employer in writing.

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 training provider.

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

18.1 Interpretation

This clause sets out a dispute procedure that applies if a dispute arises under any of the following clauses which cannot be resolved through normal services provided by GPSA and GPRA such as registrar/ supervisor/ practice manager advisory services, FAQs and other information publicly provided:

6 Leave Entitlements
6.1 Annual Leave
6.2 Annual Leave taken in advance of accrual
6.3 Payment for Annual Leave
6.4 Personal/Carers Leave
6.5 Personal/Carer's Leave taken in advance of accrual
6.6 Payment of Personal/Carer's Leave
6.7 Compassionate Leave
6.8 Parental Leave
6.9 Study/Exam Leave
6.10 Public Holidays
6.11 Family and Domestic Violence Leave
10.3 Ordinary Hours of work
10.4 Ordinary hours for full-time registrars
10.5 Ordinary span of hours
10.8 Ordinary hours for part-time registrars
10.9 Additional Ordinary Hours of Work
10 Basis of Employment
20 Termination

Schedule A – Remuneration (AGPT).

18.2 Representation

Both the registrar and training practice who is a party to a dispute may be represented in any discussion or process under this clause by a person, organisation or association of their choice including but not limited to GPRA, GPSA, their Registrar Liaison Officer (RLO) or their Supervisor Liaison Officer (SLO).

During the dispute resolution process, both parties shall endeavour to continue to work in an appropriate and professional manner.

18.3 Discussion at the workplace

The registrar and the employer must first try to resolve the dispute at the workplace through discussion between the registrar/s concerned and the relevant supervisor.

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.

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

18.4 Further discussion at the workplace

If the dispute is not resolved through discussion in accordance with clause 18.3, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the registrar/s concerned and more senior levels of management (if any).

18.5 Referral to the Fair Work Commission

If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under clauses 18.3 and 18.4, a party to the dispute (or their representative) may refer the matter to the Fair Work Commission (FWC) for conciliation.

18.6 Conciliation

Where a dispute is referred to the FWC for conciliation, the FWC member or conciliator will do everything right and proper to assist the parties to resolve the dispute.

18.7 Arbitration

If, following conciliation, the dispute remains unresolved, a party to the dispute may request that the FWC determine the dispute by arbitration. The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this subclause.

18.8 Obligations

While the parties attempt to resolve the dispute using the procedures in this clause:

a) the employer must maintain the status quo that existed immediately prior to the dispute being raised;
b) the registrar must continue to perform work as they would normally; and
c) the registrar must not unreasonably fail to comply with any direction given by the employer about performing work that is safe and appropriate for the employee to perform.

18.9 Exception to obligations

Clause 18.9 is subject to any applicable work health and safety legislation.

19 Dispute Resolution – non-NES

19.1 General

This clause sets out the procedures to be followed if a dispute arises about a matter under this NTCER, but not in relation to any of the employment-related matters identified at clause 18.1 or resolved through normal services provided by GPSA and GPRA such as registrar/ supervisor/ practice manager advisory services, employment FAQs and other information publicly provided.

19.2 Representation

A registrar and/or training practice who is a party to the dispute may be supported or represented in any discussion or process under this clause by a person, organisation or association of their choice.

19.3 Resolution Process

Where the parties to a dispute of a non-NES nature are the registrar and/or supervisor and/or practice, the following steps will apply:

Step 1 – Complainant informs relevant peak

i. The registrar informs GPRA of issue or concern

ii. The supervisor or practice informs GPSA of issue or concern

Step 2 – GPRA and/or GPSA prepare brief report based on discussion with their member(s)

Step 3 – Report of issue or concern is exchanged between GPRA, GPSA and the corresponding SLO and RLO or GPRA Registrar Advisor with GPSA representative

Step 4 – GPSA and GPRA set up an online consultation forum involving:

i. the registrar

ii. the supervisor and/or practice representative

iii. any representatives nominated per 19.2

iv. corresponding RLO/GPRA Registrar Advisor

v. corresponding SLO/GPSA representative

Step 5 – GPSA and GPRA liaise to consider interests of both parties in the context of relevant laws and training program policies

Step 6 – GPSA and GPRA prepare recommendations through offline consultation

Step 7 – If resolution is deemed to have been achieved through the recommendations at Step 5, GPSA and GPRA provide advice in writing to the parties to the dispute and to the corresponding representatives

Step 8 – If resolution is not deemed to be achieved at Step 5, GPSA and GPRA set up an online meeting with the training provider or other relevant agency

Step 9 – GPSA and GPRA provide written advice to the parties to the dispute, the corresponding RLO and SLO/GPRA representatives, and any relevant agencies

19.4 Obligations

While the parties attempt to resolve the dispute using the procedures in this clause:

a) the employer must maintain the status quo that existed immediately prior to the dispute being raised;

b) a registrar must continue to perform work as they would normally; and

c) a registrar must not unreasonably fail to comply with any direction given by the employer about performing work that is safe and appropriate for the employee to perform.

19.5 Exception to obligations

Clause 19.4 is subject to any applicable work health and safety legislation.

20 Termination

The registrar's employment should not be terminated before the completion of the fixed term, other than in exceptional circumstances (e.g. serious misconduct, or a change in the registrar's circumstances). The training provider will need to be advised as soon as practical of the decision and reasoning to terminate the training arrangement.

a) Where a registrar's employment is terminated based on a finding of serious misconduct, the employer is not required to give notice to the registrar or to pay the registrar in lieu of notice.

b) Where the registrar chooses to terminate their employment with immediate effect prior to the contracted end date for their fixed term at the training practice, the employer is not required to pay the registrar in lieu of notice.

c) Where the registrar chooses to terminate their employment prior to the contracted end date for their fixed term at the training practice but offers a period of notice, the period of this notice must be mutually agreed between the employer and registrar but should be no less than one (1) week, or longer as may be required by legislation.

d) As employment under a vocational training program is by fixed term contract, no notice period is required for termination of employment at the contracted conclusion of the fixed term.

Subject to clauses 6.3 and 6.6, 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.

20.1 Summary Termination for Serious Misconduct

In accordance with the FWA, 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:
   a. the health or safety of a person; or
   b. the reputation, viability or profitability of the training practice;

b) engaging in:
   a. theft; or
   b. fraud; or
   c. assault; or
   d. sexual harassment

c) being intoxicated at work.

21 Intellectual Property

The registrar and the employer agree that:

a) any Intellectual Property created by the registrar in the performance of their contracted duties is owned by the employer.

b) any Intellectual Property created by the registrar outside of work hours, or otherwise than in the performance of their contracted duties, is deemed to be owned by the registrar.

22 Signatures

Agreed and signed by the parties, to come into effect from the commencement of the 2026.1 GP/RG training semester.

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

Name:	Dr Srishti Dutta	Signature:	
Position:	Chair	Date:	28 October 2025

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

Name:	Dr Chris Dickie	Signature:	
Position:	President	Date:	28 October 2025

Schedule A – Remuneration (AGPT)

This Schedule applies to all AGPT registrars employed directly by training practices in the community from the commencement of Semester 1, 2026.

The registrar will be paid the base rate of pay set out below (Table 1) on no less than a fortnightly basis.

Remuneration under this Schedule further incorporates a percentage of the practice revenue generated through the registrar's clinical work, with payment of the difference between the base rate of pay and any applicable percentage no less frequently than at monthly intervals.

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

The base rates of pay set out below shall be the base rates of pay for all purposes described in this Agreement. Notwithstanding this, if the FWA should define base rates differently, the base rates of pay shall be in accordance with the FWA. A change of this nature would trigger an immediate review of the NTCER.

For the purposes of the percentage calculations below, these percentages are applied to the calendar period of the agreed cycle regardless of any periods of non-attendance at the practice such as for educational sessions and any periods of leave taken, including annual leave.

The registrar's total salary (excluding superannuation) is calculated at the frequency negotiated between the registrar and practice, which shall be at least once every month, and will be the higher of a) or b) below:

GPT1/CGT1

a) The base rate of pay for a full-time registrar is $97,318 /annum ($1,871.50 /week).
b) 44.79% of in-hours, after hours and on-call gross billings or receipts ('the percentage').

GPT2/CGT2

a) The base rate of pay for a full-time registrar is $109,213.52 ($2,100.26 /week).
b) 44.79% of in-hours after hours and on-call gross billings or receipts ('the percentage').

GPT3/CGT3 and above

a) The base rate of pay for a full-time registrar is $116,623.52 ($2,242.76 /week).
b) 44.79% of in-hours, after-hours and on-call gross billings or receipts ('the percentage').

Effect of minimum entitlements in Schedule A – Remuneration (AGPT)

No registrar is to be paid less than the applicable base rate of pay in any fortnight.

Superannuation

In addition to the remuneration set out in this Schedule A – Remuneration (AGPT), the registrar will also be paid superannuation on:

a) their base rate of pay; or

b) the percentage billing (where this exceeds the base rate of pay),

at the statutory minimum superannuation charge rate (12% from 1 July 2025).

Table 1: Base rate of pay – Semester 1 2026

Registrar level	Per annum	Fortnightly	Weekly	Hourly rate
GPT1/CGT1	$97,318.00	$3,743.00	$1,871.50	$49.25
GPT2/CGT2	$109.213.52	$4,200.52	$2,100.26	$55.27
GPT3/CGT3 and above	$116,623.52	$4,485.52	$2,242.76	$59.02

Preface to Schedules B-F

The NTCER was originally developed to record the minimum terms and conditions of employment of registrars engaged in the Australian General Practice Training (**AGPT**) program.

As set out in the NTCER, the agreed terms and conditions operate by way of contract between the registrar and the employer, as required under the AGPT program.

The general practice training sector also encompasses GP/RG specialist training pathways including the IP, FSP, RVTS and RGTS pathways. Each of these pathways are established and operate uniquely in respect of workplace terms and conditions and training arrangements.

GPRA and GPSA believe the NTCER offers a way of achieving consistency across all GP/RG specialist training pathways. To this end, GPRA and GPSA encourage all non-AGPT pathway supervising practices (whether employers or not) and registrars (whether employees not) to adopt, to the extent possible in each pathway, the applicable terms of the NTCER.

The following schedules B-E clarify how the NTCER may apply to the employment and training of registrars on each of these pathways.

Schedule F clarifies how the NTCER may apply to arrangements where a registrar is seconded from their employer to a training site/GP/RG clinic under supervision.

Whilst it is a requirement of the AGPT that registrars are engaged as employees, it may be possible in some circumstances for registrars on other pathways to be engaged as independent contractors. Whether a registrar is an employee or independent contractor will depend on the specific circumstances of their engagement. When in doubt, GPRA and GPSA encourage parties to obtain independent legal advice or contact the Fair Work Ombudsman (13 13 94).

The distinction between employee and contractor when the individual in question is working towards Fellowship should be made only after careful investigation.

Legal and accounting advice may benefit both parties to a contractor arrangement to minimise unintended consequences, noting the various definitions provided by the ATO, business.gov.au and the Fair Work Ombudsman.

Schedule B – Application of NTCER for ACRRM's Independent Pathway (IP)

This Schedule applies to supervisors, practices and registrars participating in the Australian College of Rural and Remote Medicine (ACRRM) - Independent Pathway (**IP**).

Unsuitable Terms

The following clauses are not suitable for adoption as terms and conditions of employment for IP registrars:

- 9.2 Educational Release – AGPT Program
- 9.4 Practice Orientation
- 11 Remuneration
- Schedule A – Remuneration (AGPT)

Given IP supervisors, practices and registrars are not eligible for financial support under the National Consistent Payments (**NCP**) framework, GPRA and GPSA acknowledge that the following clauses in the NTCER may also not be suitable:

- 6.2 Annual Leave taken in advance of accrual
- 6.5 Personal/Carer's Leave taken in advance of accrual
- 9.3 Administration Time
- 10.7 Mandated Training

Suitable terms

All other clauses of the NTCER are suitable for adoption between IP supervisors/practices and registrars. GPRA and GPSA encourage participants in this pathway to adopt as terms of a registrar's employment contract terms no less favourable than the minimum standards set out in those clauses.

Schedule C – Application of NTCER for FSP

This Schedule applies to supervisors, practices and registrars participating in RACGP's Fellowship Support Program (**FSP**).

Unsuitable terms

The following clauses in the NTCER relate to the AGPT program and, accordingly, are not necessarily suitable for adoption as terms and conditions of employment for FSP registrars:

- 9.2 Educational Release – AGPT Program
- 9.4 Practice Orientation
- 11 Remuneration
- Schedule A – Remuneration (AGPT)

Given FSP supervisors, practices and registrars are not eligible for financial support under the National Consistent Payments (NCP) framework, GPRA and GPSA acknowledge that the following clauses in the NTCER may also not be suitable:

- 6.2 Annual Leave taken in advance of accrual
- 6.5 Personal/Carer's Leave taken in advance of accrual
- 9.3 Administration Time
- 10.7 Mandated Training

Suitable terms

All other clauses of the NTCER are suitable for FSP supervisors/practices and registrars. GPRA and GPSA encourage participants in this pathway to adopt as terms of a registrar's employment terms no less favourable than the minimum standards set out in those clauses.

Schedule D – Application of NTCER for RGTS

This Schedule applies to supervisors, practices and registrars participating in ACRRM's Rural Generalist Training Scheme (RGTS).

As is the case with the AGPT program, it is a requirement of the RGTS that registrars are engaged as employees on no less favourable terms and conditions than those set out in the NTCER.

Suitable terms

For clarity, the adoption of all clauses of the NTCER is required between RGTS supervisors/practices and registrars, noting that this pathway will cease at the end of 2025, with existing RGTS registrars transitioning to the ACRRM Fellowship Program with full access to AGPT funding from 2026.1.

Schedule E – Application of NTCER for RVTS

This Schedule applies to supervisors/practices and registrars participating in the Remote Vocational Training Scheme (RVTS) program.

RVTS offers a Commonwealth-funded training pathway that differs substantially from the AGPT program in that:

- supervision and teaching is provided by a supervisor who is primarily offsite – i.e., remotely; and
- to be eligible to apply for this program, trainees must be employed in either a suitable community location in MM4-7 or in an Aboriginal Community Controlled Health Service in MM2-7.

As such, registrars who participate in this program are likely to have already agreed terms and conditions of their employment.

Nonetheless, GPRA and GPSA encourage registrars and practices participating in this program to adopt as terms of a registrar's employment, to the extent possible, terms no less favourable than the minimum standards set out in the NTCER.

GPRA and GPSA encourage registrars and practices participating in this program to adopt as terms of a registrar's employment the following clauses in the NTCER:

- 14.4 Practice Policies and Code of Conduct
- 14.5 Release of Data
- 14.6 Confidential Information
- 14.7 Integrity of Gross Billings
- 15.3 Receipts
- 15.4 Orientation
- 16.4 Health and Safety
- 18.1 Dispute Resolution – Interpretation
- 18.2 Dispute Resolution – Representation
- 18.3 Dispute Resolution – Discussion at the Workplace
- 18.4 Dispute Resolution – Further Discussion at the Workplace

Schedule F – Application of NTCER for Secondment Arrangements

This Schedule applies to arrangements where a registrar is seconded from their employer to a training site/GP/RG clinic.

In a typical secondment arrangement, an employment relationship exists between the registrar and the original employer (but not between the registrar and the "host" – i.e. in this context, the supervising clinic).

Schedule F acknowledges that these arrangements exist across the sector and provides a mechanism to highlight the rights and responsibilities of registrars, supervisors and training sites to one another.

GPRA and GPSA encourage parties to a secondment agreement of this kind to adopt as terms of the secondment agreement between the registrar and the host clinic the following clauses in the NTCER which deal with matters relating primarily to training:

- 9 Training Requirements and Training Time
- 9.1 Supervision
- 9.4 Practice Orientation
- 14 Registrar obligations
- 14.1 Medical Registration
- 14.2 Indemnity
- 14.3 Medicare Provider Numbers and Credentialing
- 14.4 Practice Policies and Code of Conduct
- 14.5 Release of Data
- 14.6 Confidential Information
- 14.7 Integrity of Gross Billings
- 14.8 Assignment of Billings
- 15.1 Record keeping
- 15.4 Orientation
- 16.1 Workload
- 16.2 Fatigue Management*
- 16.4 Health & Safety
- 19 Dispute Resolution – non-NES

*Fatigue Management, like Dispute Resolution and many other NTCER clauses designed to protect both parties to the training relationship, may already be managed by the employer of the registrar in a seconded arrangement. Training sites in such arrangements (with the ADF or jurisdictional health service etc) are advised to refer to the NTCER before signing a contract to provide supervision for an ADF or SEM registrar to ensure they have clarity regarding where responsibilities lie for day-to-day performance and the management of registrar - and in turn patient – safety.