



ADMINISTRATION
WEBINAR



Getting the low-down about...
**The National Terms and
Conditions for the Employment
of Registrars (the “NTCER”)**

What's new?

Increase to base rate for GPT1/CGT1

7% increase to GPT1/CGT1 base rate

- **3.5% increase applied to GPT1 base rate for 2024.2 for 2025.1**
- MBS indexation (1 July) applied to 2025.1 GPT1 base rate for 2025.2
- **3.5% increase applied to 2025.2 GPT1 base rate for 2026.1**

NTCER updated for 2025-26

Substantially reducing difference in gap between GPT1/GPT2 and GPT2/GPT3+ base rates, ie the most visible disincentive for junior doctors leaving hospital employment

Current:

GPT1 annual base: \$88,702.64

GPT2 annual base \$106,644.72

difference = \$17,942.08

GPT2 annual base \$106,644.72

GPT3 annual base \$113,896.64

difference = \$7,251.92

By 2026.1 (assuming MBS indexation of 3.25% for July 1, 2025):

GPT1 annual base: \$98,106.22

GPT2 annual base \$110,110.67

difference = \$12,004.45

GPT2 annual base \$110,110.67

GPT3 annual base \$117,598.28

difference = \$7,487.61

What's new?

Reduction in minimum billing cycle

Change from longstanding 13-weekly billing cycle to meet modern employment law context

- Minimum timeframe for all forms of remuneration to be **monthly**
- Practices can choose to calculate and pay registrars their percentage of billings / receipts
 - monthly or
 - 4-weekly or
 - 2-weekly

NTCER updated for 2025-26

Schedule A – Remuneration (AGPT)

This Schedule is current as at the commencement of Semester 1, 2025 and applies to all AGPT registrars employed directly by training practices in the community.

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.

What's new?

Expansion to apply to non-AGPT pathways

Additional schedules included in NTCER Agreement from 2025.2 to provide greater clarity about how the NTCER conditions (not necessarily financial terms) can be applied to the practice's relationship with:

- FSP registrars
- IP registrars
- RGTS registrars
- RVTS registrars
- ADF registrars
- SEM registrars

NTCER updated for 2025-26

PREAMBLE

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 training pathways - not just the AGPT.

Participants in GP 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).**

Myth vs Fact...

Myth

The NTCER is not enforceable since it is neither an Award nor an Enterprise Bargaining Agreement (EBA)



Fact

Commonwealth-funded legal research has validated the NTCER as:

an unregistered industrial instrument

which is

100% legally enforceable

because of its

deference to the Fair Work Act 2009 (Cth)

If GPSA and GPRA choose to register the NTCER with Fair Work as an Award, both peaks will need to become registered industrial bodies. As this is in conflict with GPSA's current educational, research, support and advocacy focus, we are not inclined to do this at this time.

To register the NTCER as an EBA, GPSA would need to get signatures of over 1,500 training practice members and GPRA would need to become a registered union. This is not where either peak wants to direct their minimal funding or non-financial resources.

Myth vs Fact...

Myth

The NTCER is a hand-shake agreement between GPSA and GPRA



Fact

GPSA and GPRA, representing a collective membership of 30,000 coalface participants in GP training, are responsible for the NTCER “Agreement”... but

The sector’s IR authority, the AMA, was involved in routinely updating the NTCER until 2022... and

Employment lawyers oversaw the redrafting of the NTCER for 2025-26 to ensure ongoing legal compliance

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) 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 and updating of 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 training, and compliance with the *Fair Work Act 2009* (Cth) (FWA) and other applicable legislative instruments.

Myth vs Fact...

Myth

Delivery of the AGPT program has no bearing on the NTCER



Fact

The NTCER is the intersection between the 2-way rights and obligations enshrined in the National Employment Standards (NES) and the framework the AGPT program provides for practices / registrars participating in AGPT training

Training providers need to understand the NTCER, but GPSA and GPRA are the only authorities who should be consulted for interpretation of NTCER terms and conditions

PREAMBLE:

Background

The NTCER was originally designed to provide clarity regarding the application of the National Employment Standards (NES) within the specific context of the Australian General Practice Training (AGPT) program.

18 Dispute Resolution **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.

Myth vs Fact...

Myth

Training priorities of Colleges have no bearing on the NTCER



Fact

The single most common cause for breakdown in practice-registrar relationships is created by a conflict between training provider priorities and the NTCER clause 9.2 “Educational Release”

Example: Part-time registrars are encouraged by training providers to complete full-time ‘mandatory’ education, suggesting (and sometimes incorrectly stating) that this will be fully financially supported by the registrar’s employer

New explanations have been included in the redrafted NTCER to clarify what has been a problematic area for many years:

9.2 Educational Release – AGPT Program

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.

What's new?

Statutory Obligations – clause 5

Fixed term contracts and the NES

- Training providers may allow employment of AGPT registrars over a 12-month or even 24-month period, but the registrar must commence each 6-month training semester under a separate **fixed term contract** aligned with the validity of their Medicare Provider Number (MPN)
- Fixed term contracts are treated differently to ongoing employment contracts under the *Fair Work Act 2009* and have specific requirements for the employer

NTCER updated for 2025-26

Fixed term contracts cannot comply with all NES provisions such as notice of termination and parental leave – this terminology has never been used in the NTCER previously and is partially responsible for the myths that have propagated with respect to the enforceability of this instrument.

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 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.

What's new?

Leave Entitlements – clause 6

Reminder about mutual responsibilities:

- Registrar to check any impact on training of timing / duration of leave
- Registrar to check impact of leave on ongoing validity of MPN
- Registrar to minimise impact on patient care and practice stability
- Training practice must not 'unreasonably' refuse any leave applications including unpaid leave
- Training practice has ultimate right to accept or refuse leave applications

NTCER updated for 2025-26

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.

What's new?

Superannuation – clause 7

Superannuation not to be included in percentage of billings/receipts negotiated with the registrar (must be added on top)

- Current rate to 30/06/2025 = 11.5%
- Rate from 01/07/2025 = 12%

Until 30/06/2026, Superannuation Guaranteed (SG) contributions must be paid into the employee's nominated super fund **at least every 3 months**

From 01/07/2026, SG contributions must be paid **with salary and wages**

NTCER updated for 2025-26

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 the commencement of this Agreement to 30th June 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 11.5%.

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.

What's new?

Educational Release – clause 9.2

New explanations have added clarification about how Educational Release applies to the many training variations outside the typical full-time registrar working an even spread of 38 hours across a standard 5-day week, such as:

- Part-time registrars
- Full-time registrars working 38 hours over 4 days
- Part-time registrars splitting their training across 2 training practices

NTCER updated for 2025-26

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.

What's new?

Administration Time – clause 9.3

Includes a new reminder that, on each occasion that the registrar wants to leave the practice before the conclusion of their rostered shift, written permission must be requested by the registrar and documented by the practice (to satisfy insurance requirements)

NTCER updated for 2025-26

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.

What's new?

Practice Orientation – clause 9.4

Serves as a reminder for practices to include their orientation to the practice under the registrar's paid hours, ideally on the agreed roster

NTCER updated for 2025-26

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.

What's new?

Ordinary Hours of work– clause 10.3

Clarifies the calculation of working hours for payment at ordinary base rate, e.g.

- A registrar has negotiated working hours from 8.54am until 5.30pm with a 60-minute lunch break = 8.6 hours minus 1 hour of unpaid meal breaks, i.e. 7.6 ordinary hours
- A registrar asks to spread their 19-hour roster across 2 x 7-hour days and 2 x 2.5-hour days; to comply with clause 10.3, the practice asks them to work 6.5 hours x 2 days and 3 hours x 2 days

NTCER updated for 2025-26

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.

What's new?

Ordinary Hours for full-time registrars – clause 10.4

Clarifies the maximum number of hours a full-time registrar can work in the practice as **no more than 76 hours per fortnight**

- Complies with fatigue management policy
- Allows for a maximum of 1 x 5.5-day roster per fortnight (with make-up time in lieu in the same 2-week period)

NTCER updated for 2025-26

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:

- 38 hours per week averaged over 4 weeks but no more than 76 hours per fortnight**
- worked over at least four days per week over 4 weeks.

What's new?

Ordinary Hours for part-time registrars – clause 10.8

Reminder for the registrar:

The hours negotiated for a part-time contract must comply with the training provider's requirements in terms of educational release and teaching time.

Reminder for the practice:

Supervisor availability for the hours requested by the part-time registrar must be confirmed before agreeing to registrar's standard roster, especially with respect to protected teaching time

NTCER updated for 2025-26

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.

What's new?

Additional Ordinary Hours of work – clause 10.9

Reminder for the practice:

Additional hours worked by negotiation (ideally to be recorded in writing as an agreement between practice and registrar) must be included in the calculation of the registrar's leave accrual

NB:

This differs from overtime, which is not included in leave accrual but taken as either time off in lieu at the ordinary rate, or additional pay at 1.5 times the base hourly rate

NTCER updated for 2025-26

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.**

What's new?

Indexation – clause 11.1

Clarification: timing of increases by MBS indexation and negotiated 7% increase for the GPT1/CGT1 base rate across 2025 and 2026. New base rates including any adjustment by MBS indexation take effect **in the next full pay period immediately following 1st July**

- First 3.5% increase incorporated in new base rate table for 2025.1
- Second 3.5% increase to be applied for 2026.1

NTCER updated for 2025-26

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 has been incorporated in the GPT1/CGT1 base rate for Semester 1 of 2025 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.**

What's new?

Travel – clause 12.1

Clarification: travel costs and travel time for educational releases **not** reimbursed by the practice

Relocation Expenses – clause 12.2 and Accommodation Expenses – clause 12.3

Clarification: the practice **not under any obligation** to meet a registrar's relocation or accommodation expenses (unless agreed as part of the registrar's remuneration package)

Reminder: registrars can access rural incentives and flexible funding

NTCER updated for 2025-26

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.

What's new?

SIPs and PIPs – clause 13

Clarification: current (reduced) registrar access to SIPs and PIPs

- Ongoing Commonwealth review of GP incentives makes inclusion of the registrar's entitlement to a proportion of SIPs and PIPs difficult to cement in their employment contract
- Registrars and practices advised to inform themselves about what incentives might apply before the commencement of each training semester
- Any changes to SIPs and PIPs to be incorporated into NTCER for 2025.2

NTCER updated for 2025-26

13 SIPs and PIPs

Service Incentive Payments (SIPs) are a form of Practice Incentive Payment (PIP) made for the individual GP'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.

What's new?

Medicare Provider Numbers and Credentialing – clause 14.3

Clarification:

- The registrar responsible for maintaining a valid MPN throughout their employment, including atypical periods of employment outside the training semester (make-up time for leave taken during a semester etc)
- The practice responsible for providing all necessary assistance with the registrar's MPN application

NTCER updated for 2025-26

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.

What's new?

Integrity of Gross Billings (previously 'Incorrect Billings') – clause 14.7

Clarification:

- The registrar responsible for the correct billing of their patients
- The practice responsible for providing the registrar with prompt access to patient billings and associated documentation
- The definition of billings for the purpose of calculating the percentage of the registrar's clinical fees as a component of remuneration is **after adjustment for reversals, rejections and write-offs** – excluding write-offs for non-collection of payment / bad debt

NTCER updated for 2025-26

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.

What's new?

Fatigue Management – clause 16.2

Requirement of **clear rest period of min. 10 hours between shifts**

- at the practice and at other work locations

Shared responsibility between registrar and practice

- e.g. registrar required to openly communicate about additional employment, such as on-call shifts that may impact their rest period before attending patients in the practice the next day
- logic and mutual respect to guide enforcement of policy

NTCER updated for 2025-26

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 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.

What's new?

Health & Safety – clause 16.4

As with many sections throughout the redrafted NTCER Agreement, this clause aims to remove some of the angst from the practice-registrar relationship which can be seen to underpin many of the issues GPSA and GPRA are called on to resolve.

Open communication and mutual respect are central to all employment arrangements, and fundamental to the GP-in-training's positive placement experience and feelings of safety throughout their transition to independent practice

NTCER updated for 2025-26

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.

What's new?

Dispute Resolution – clauses 18 and 19

Dispute Resolution – clauses 18 and 19

New dispute procedures consistent with modern instruments under the national employment system:

- clause 18 relating to employment-specific issues
- clause 19 relating to disputes outside the scope of the NES, e.g. matters involving Educational Release or other training program intersections with employment responsibilities / obligations

NTCER updated for 2025-26

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...

What's new?

Termination – clause 20

Clarification:

- That “exceptional circumstances” leading to termination before the contracted end-date of the fixed term contract includes a change in the registrar’s circumstances making completion of the contracted term untenable
- That no notice period is required for termination under the NTCER due to the nature of employment under fixed term contracts

NTCER updated for 2025-26

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.

What's new?

Intellectual Property – clause 21

Added to provide clarity that the registrar only owns intellectual property that is created:

- outside their contracted duties *and*
- outside their work hours

NTCER updated for 2025-26

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.

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