



Terms & Conditions Clarification / Interpretation Document For RTPs & Registrars

1 & 2: Purpose, Application and statement of goodwill

This remains a goodwill document between the NGPSA and GPRRA. It is not an enforceable industrial award in itself. GPET mandates that all GPT1 and GPT2 registrar placements within the AGPT comply with the NMTC document. As such most RTPs try to ensure that Registrars have a written contract in place that meets the minimum requirements as laid out in this document. A few RTPs mandate that training cannot commence until such a written contract has been signed between the training practice and Registrar. In some cases both parties agree to comply with the NMTC document and that in itself can be treated as a contract provided there is documentation around this. Verbal acknowledgements are harder to uphold but legally acceptable under common law especially if there is supporting evidence and / or witnesses.

GPRRA recommends that registrars should not work in any training practice without the presence of a written contract. This contract must, as a minimum, meet the requirements of the T&C document. It is preferred if this contract is a complete contract in itself and not just a reference to the NMTC document.

Once such a contract has been signed it then becomes an enforceable legal contract between the registrar and the practice and both parties must comply. Industrial law and common law remedies are available to both parties in case of breaches. With the presence of a written contract both parties can approach the workplace ombudsmen for minor disputes if needed. In the absence of a written contract the scope of remedies to either party is limited.

3: Nature of employment

Registrars in GPT1 and GPT2 are by definition employees and cannot be treated as sub contractors. There is significant overlap from industrial relations law and ATO definition of contractors and employees. Even if registrars sign up as 'contractors', this status would still be considered invalid by the ATO and other instruments and penalties apply which can disadvantage both Registrar and the Practice. The only exemption allowed is for ADF registrars who are bound by other obligation with the defence forces. As such Registrars in GPT1 and GPT2 must always be treated as employees of the practice.

Consider including specific examples clauses from the ATO website

4,5: Ordinary Hours, after hours, workload, personal safety and supervision

It is acknowledged that Registrars will have working hours which include clinical time, supervision time as well as education release time. These add up to form the ordinary hours of work for the Registrar and should average to 38 hrs per week over a 4 week period for full time registrars. Ordinary hours are from 8am to 8pm Monday to Friday and 8am to 1pm on Saturday. The document recognises that various practices may operate differently and there is an understanding that the Registrars rostered hours may extend beyond the above provided that they are not more onerous than those of other practitioners in the practice. Work outside ordinary hours attracts payment for after hours as per section 4.4.

Part Time registrars need to meet same requirements on a pro-rata basis. The AGPT policies require that registrars engaged in the training program must not work in unsupervised general practice outside their training providers. Registrars should not use their training provider numbers to do 'extra' work outside of the training program in unsupervised settings. Part time registrars sometimes choose to do hospital based work (for which they are already qualified) in addition to the training program. Full time registrars should typically not engage in extra work since this would have implications for excessive workloads and unsafe working hours placing both registrar, supervisor and patients at risk. GPRRA recommends that registrars undertake extra work only in consultation with the training provider.

The NMT&C stipulates educational release time averaging 1 session per week for GPT1 registrars and 1 session per fortnight for GPT2 Registrars. This release time may take the form of half, whole or multiple day releases. Certain RTPs may organise education release workshops which exceed this minimum requirement. Typically, Practices are not obliged to release the registrars for these excess sessions and any release and remuneration in this setting must be negotiated between the training provider, practice and registrar. If these extra sessions are not being remunerated then registrars should be encouraged to attend but this must not be mandatory.

The workload for registrars is set at a maximum average of 4 patients per hour. Practices and Registrars should be very careful not to exceed this workload other than in exceptional circumstances.



Many practices routinely offer on call and after hours services to their communities. This is considered normal practice and registrars in these practices would be expected to contribute. Registrar workloads in such cases should not be more onerous than other practitioners at the practice and there must be appropriate mutually agreed supervision available at all times.

The supervisor or a delegate must be available to attend in person in emergencies or where the Registrar is otherwise unsure of being able to practice safely. AGPT supervision guidelines must be met.

Consider including a couple of worked examples

6: Remuneration

Registrars in GPT1 and GPT2 are employees of the practice and must be paid as such. The base salaries are set and are indexed annually in line with the MBS. Registrars are entitled to the greater of 45 % of gross ordinary hours billings or the base rate, plus 9% superannuation. Registrar billings include all items billed under the registrar's provider number, including bulk billing, immunisation and other service incentive payments. GPRA highly recommends a 3 monthly review of pay and billing cycle after commencement of employment. This is an opportunity for both the practice and the registrars to review remuneration structures and an opportunity to address any breaches.

Overtime is referred to as work in excess of the 38 hrs working week as averaged over a 4 week cycle. Again it should be noted that this includes supervision time, clinical time and education release time. Overtime should be paid at 150% of the ordinary pay rate plus 9% superannuation or taken as time off in lieu as agreed between the registrar and the practice. On Call and after hours work attracts a higher percentage of 55% of gross billings plus 9 % superannuation.

Registrar remuneration for work undertaken is based on a base rate or billings, not receipts. The practice must provide a breakdown of the registrars remuneration in the form of a pay slip and an explanation of their patient billing information when requested. The pay slip must meet the relevant ATO requirements.

Consider including a couple of worked examples

7,8, 9: Annual Leave, public holidays, superannuation and workers Comp.

As employees, Registrars are entitled to annual leave, personal/ carers leave and compassionate leave in line with state and federal industrial awards. Parental leave is covered under relevant state and federal laws and is similar for all employees in any industry. Registrars are not automatically entitled to study leave. If pertinent such leave should be negotiated between the practice and Registrar. The rate of calculation for the personal/carers leave and compassionate leave is set at the base rate and not based on percentage of billings. Rate of pay for annual leave is calculated based on the average weekly earnings prior to taking annual leave, or the relevant base rate, whichever is greater.

Detailed calculations for annual leave are included in Appendix 1.

Registrars are entitled to public holidays similar to other employees. Payment for working a public holiday depends on whether the registrar would normally work that day and whether they are working ordinary hours, on call or both. Allocation for public holidays rostering for the registrar should be no more onerous than other doctors in the practice. Superannuation and workers compensation requirements must be met by the practice.

10,11: Expenses & Accommodation

Registrars are entitled to receive travel reimbursement for any costs incurred for work purposes. This does not include travel to and from work but does include travel for on-call work and any work related travel during work hours. Practices are not obliged to offer relocation expenses to Registrars but this may be negotiated. Practices and Registrars should not be financially disadvantaged in supporting accommodation. Training providers have various incentive mechanisms that they employ as part of their discretionary funding support for registrars. Whilst some may offer direct accommodation support others offer a package which can cover accommodation and/or other living costs. Where an accommodation subsidy is paid it must go to the practice or the registrar based on who incurs the cost. Practices and /or the RTP should provide assistance in finding accommodation for Registrars undertaking mandatory rural terms. RTPs typically have incentive and payment mechanisms to ensure that Registrars are not significantly out of pocket whilst undertaking these terms.



12: Registrar Requirements

Registrars must hold valid registration certificates and notify their employer if they are revoked or have conditions imposed. Registrars must hold their own professional indemnity insurance and be mindful of informing their indemnity provider if their employment and/or supervision conditions change at any time as this may impact on their cover. Registrars are obliged to release relevant Medicare Australia data upon request. Registrars must not divulge any confidential information in relation to the practice during or after their employment.

13, 14: Terminations of employment and Future employment

Employment must not be terminated by the Registrar or practice before completion unless there are exceptional circumstances. Appropriate notices must be served in such cases. Registrars, practices, supervisors and RTPs should try to take early corrective action if there are any concerns that may lead to termination. Any accrued entitlements (annual leave, superannuation etc) must be paid to the registrar upon termination. Future employment and restraint of trade clauses must be such that they still allow registrars to complete training. Restrictive covenants must be reasonable and agreed by both parties. The trade practices act and workplace legislation offers many examples of acceptable covenants and can overrule unjust restrictive covenants.

15,16: Safety, security and dispute resolution

Registrars safety is paramount, especially when working alone, after hours and during home visits. Registrars must not be forced to work in settings where they feel unsafe. It is the employers' responsibility to provide a safe working environment. If registrars continue to feel unsafe after corrective action has been taken by the practice, then further actions to guarantee the registrar's safety or a dispute resolution process should be invoked at the earliest. Employers remain potentially liable during this period if registrars are harmed during duty, hence prompt action to address this issue is essential. The contract may specify a dispute resolution process otherwise most training providers have a process which can be invoked. Advice about this process can also be sought from GPRRA, the RLO and the NGPSA.