

This template has been created with form fields for you to overtype the prompts or select content from drop-down menus.

These fields are hopefully easy to identify throughout the Letter of Offer, Contract and Schedule, as they are highlighted and, in some cases, **bold text** too.

In the Contract and Schedule, you will also be prompted to {delete any items or options} that are not relevant to what has been agreed with the registrar in question – just a reminder to also delete the shaded text containing this prompt regardless what else you do… and this cover page!

You‘ll also note the addition of the Table of Contents for quick reference in this version of the template. Please remember the formatting and page numbers will change depending on the amount of content you add throughout the document.

All you need to do to keep the page numbers in the table accurate is return to the Contents table once you have carefully completed the document, then right click and select “Update Field”, then choose “update page numbers only”.

Another addition is hyperlinked references enabling you to jump to the relevant Schedule Items throughout the Contract. While we have endeavoured to make this as user-friendly a template as possible, for some of our members the Microsoft coding behind these links may throw a security warning or make a complete mess of the formatting. If this is the case for you, please email projectmanager@gpsa.org.au and we will send you a simplified version of the template.

A new [registrar earnings calculator for 2023.2](https://gpsupervisorsaustralia.org.au/download/27829/?tmstv=1680501532&v=27830) has been created for you to use before (e.g. when negotiating above-NTCER terms with a great applicant) and during the registrar’s placement (i.e. as a tool to double-check payroll software that’s rarely equipped for this type of employment). Putting an Excel spreadsheet onto the internet can often be buggy, so please let us know if it needs to be reviewed.

Lastly, a reminder:

the minimum base rate for 2023.2 will only be available after 1 July 2023, and will include both the annual MBS indexation factor and the 3% increase negotiated in the 2022 review of the NTCER.

If you have any questions, please don’t hesitate to use the above email – we’re here to help!

Employment Contract Template **2023.2**

How to use this template

Date

Employee Name

Postal Address

Suburb, State, Post Code

By email: Email Address

Dear **Employee First Name**,

Letter of Offer

We are pleased to offer you employment as a **Choose an item** registrar **Choose an item** with **Practice Name** for **Semester 2 in 2023**.

The attached Employment Contract sets out the terms and conditions of your employment.

Your employment is regulated by all of the following:

1. the attached **Contract**;
2. the National Terms and Conditions for the Employment of Registrars (“**NTCER**”) <https://gpsupervisorsaustralia.org.au/ntcer/>;
3. the **Fair Work Act** and in particular the National Employment Standards (“**NES**”), where applicable <https://www.fairwork.gov.au/sites/default/files/migration/724/Fair-Work-Information-Statement.pdf>; and
4. any other relevant legislation.

In the event of a change to the NTCER or applicable instrument(s), then this Contract shall be changed accordingly.

Please do not hesitate to contact either myself at **Representative Email** or **Alternate Contact** at **Email of Alternate Contact** should you have any queries in respect to any of the terms in this contract.

We look forward to a mutually beneficial training term.

Yours sincerely,

**Name of Authorised Representative**

Title of Authorised Representative

REGISTRAR EMPLOYMENT CONTRACT

between Employer / Practice and Registrar’s Full Name

Contents

[BACKGROUND 3](#_Toc131297940)

[1. DEFINITIONS 3](#_Toc131297941)

[2. COMMENCEMENT AND WARRANTIES 4](#_Toc131297942)

[3. POSITION AND TITLE 5](#_Toc131297943)

[4. PRINCIPAL DUTIES 5](#_Toc131297944)

[5. EMPLOYER POLICIES AND PROCEDURES 6](#_Toc131297945)

[6. PLACE OF EMPLOYMENT 6](#_Toc131297946)

[7. HOURS OF WORK 6](#_Toc131297947)

[8. SUPERVISION AND TEACHING TIME 7](#_Toc131297948)

[9. TIME RECORDING 7](#_Toc131297949)

[10. REMUNERATION 7](#_Toc131297950)

[11. ANNUAL LEAVE 8](#_Toc131297951)

[12. PERSONAL/CARER'S LEAVE 9](#_Toc131297952)

[13. STUDY LEAVE 9](#_Toc131297953)

[14. OTHER LEAVE 9](#_Toc131297954)

[15. PUBLIC HOLIDAYS 9](#_Toc131297955)

[16. VEHICLE ALLOWANCE 10](#_Toc131297956)

[17. COMPANY PROPERTY 10](#_Toc131297957)

[18. CONFIDENTIAL INFORMATION 10](#_Toc131297958)

[19. NON-DISPARAGEMENT 10](#_Toc131297959)

[20. NON-SOLICITATION 10](#_Toc131297960)

[21. DISPUTE RESOLUTION 11](#_Toc131297961)

[22. TERMINATION OF EMPLOYMENT 11](#_Toc131297962)

[23. ASSIGNMENT 11](#_Toc131297963)

[24. GOVERNING LAW 11](#_Toc131297964)

[25. VARIATION OF TERMS 11](#_Toc131297965)

[26. SEVERABILITY 11](#_Toc131297966)

[27. ENTIRE AGREEMENT 12](#_Toc131297967)

[28. FAIR WORK INFORMATION STATEMENT 12](#_Toc131297968)

[29. EXECUTION CLAUSE 12](#_Toc131297969)

[SCHEDULE 13](#_Toc131297970)

[Item 1 - Employer Details 13](#_Toc131297971)

[Item 2 - Your Details 13](#_Toc131297972)

[Item 3 - Position and Training Term 13](#_Toc131297973)

[Item 4 - Commencement Date 13](#_Toc131297974)

[Item 5 - Location 13](#_Toc131297975)

[Item 6 – Normal Hours of Business Operation 13](#_Toc131297976)

[Item 7 - Your Ordinary Hours of Work 13](#_Toc131297977)

[7.1 Rostered Days and Hours: “Ordinary Roster” 13](#_Toc131297978)

[7.2 Weekly Allowance for Administration Time 13](#_Toc131297979)

[7.3 Fatigue Management 13](#_Toc131297980)

[Item 8 - After Hours and On-Call Hours 13](#_Toc131297981)

[8.1 After Hours Work 13](#_Toc131297982)

[8.2 On-Call Work 13](#_Toc131297983)

[Item 9 - Supervision and Teaching 13](#_Toc131297984)

[Item 10 - Study Leave 14](#_Toc131297985)

[Item 11 - Remuneration 14](#_Toc131297986)

[11.1 Pay for Ordinary Hours 14](#_Toc131297987)

[11.2 Superannuation 14](#_Toc131297988)

[11.3 Frequency of Pay 14](#_Toc131297989)

[11.4 Calculation of Percentage 14](#_Toc131297990)

[11.5 Payment of PIPs 14](#_Toc131297991)

[11.6 Allowances and Subsidies 14](#_Toc131297992)

[11.7 Annual Leave Calculation 14](#_Toc131297993)

[Item 12 - Additional Special Conditions 14](#_Toc131297994)

[Item 13 - Governing Law 14](#_Toc131297995)

This Contract

is made on **Date**

Between

See [**Item 1**](#_Item_1_-) of the Schedule (**Employer**)

and

See [**Item 2**](#_Item_2_-) of the Schedule (**You**)

# BACKGROUND

1. The Employer has agreed to employ you under the apprenticeship model of GP training, and you have agreed to work for and be trained within the clinical learning environment provided by the Employer in the position described at [**Item 3**](#_Item_3_-) of the Schedule.
2. The Employer and you have agreed to enter into this Contract to record the terms and conditions of your employment as guided by the NTCER.
3. The Employer acknowledges its obligation to apply the applicable employment protections to you and to abide by the provisions contained in any relevant legislation.

# DEFINITIONS

**ACRRM** means the Australian College of Rural and Remote Medicine.

**AGPT** means Australian General Practice Training.

**Associated Entities** has the same meaning as in the *Corporations Act 2001 (Cth).*

**College** means ACRRM and/or RACGP.

**Confidential Information** means all the information including trade secrets, Intellectual Property, marketing and business plans, client and supplier lists, computer software applications and programs, business contacts, finance, remuneration details, data concerning the Employer or any of its associated entities or any client of the Employer’s, finances, operating margins, patient lists, and transactions of the Employer, but does not include information in the public domain otherwise than through a breach of an obligation of confidentiality.

**Contract** means this employment Contract.

**GP** means general practice / general practitioner.

**GPRA** means General Practice Registrars Australia <https://gpra.org.au/>.

**GPSA** means General Practice Supervision Australia <https://gpsa.org.au/>.

**Intellectual Property** means all form of intellectual property rights throughout the world including but not limited to present and future copyright, registered and unregistered trademarks, patent, design, rights, trade mark, any other intellectual or industrial property rights, discovery, invention, secret process or improvement in procedure of any kind whether arising from statute, under common law or in equity and confidential information including know-how and trade-secrets.

**Moral Rights** has the meaning given to it in the *Copyright Act 1968 (Cth)* and includes rights of integrity of authorship, rights of attribution of authorship and similar rights that exist or may come to exist anywhere in the world.

**NES** means the National Employment Standards under the *Fair Work Act 2009 (Cth)*, which set out the employment entitlements for all Australian employees.

**NTCER** means the National Terms and Conditions for the Employment of Registrars, an instrument developed and regularly reviewed by the national peak bodies for general practice training practices, supervisors and practice managers (GPSA) and for general practice registrars (GPRA) with a view to providing a fair and equitable employment context for junior doctors training in the private business model of general practice under the supervision of suitably experienced and accredited GPs.

**RACF** means Residential Aged Care Facility.

**RACGP** means the Royal Australian College of General Practitioners.

**RG** means rural generalist.

**The Act** means *the Fair Work Act 2009 (Cth).*

The Employer and You Agree that:

# COMMENCEMENT AND WARRANTIES

* 1. Your date of commencement of employment with the Employer is identified at [**Item 4**](#_Item_4_-) of the Schedule.
	2. Your employment is for a fixed term of **“x” Number** months.
	3. You are engaged by the Employer subject to the provisions of the agreement relating to your training made between the Employer and your College.
	4. The Employer will:
		1. provide a workplace free from discrimination, sexual harassment and bullying;
		2. maintain records for the time periods required under State and Territory law and, upon request, make those records available to you post-termination;
		3. make best endeavours to provide exposure to the full breadth of general practice as per your College Standards by arranging equitable distribution of work in the practice;
		4. make information on billings or receipts available to you at a frequency no less than that available to other employed doctors in the practice, and provide detailed itemised billing information upon request;
		5. ensure all outstanding monies to which you are entitled are forwarded with corresponding documentation post-termination.
	5. You agree that:
		1. you hold the qualifications and have the skills as represented by you to the Employer;
		2. you have disclosed to the Employer any restraint or restriction which may affect your performance of work;
		3. you are legally entitled to work in Australia, and agree to produce the appropriate documentation where requested by the Employer;
		4. you will hold a valid medical registration certificate with the Medical Board of Australia at all times during your employment, and, should registration be withdrawn or conditions imposed upon it, you will notify the Employer immediately;
		5. you will make all reasonable efforts to obtain and produce evidence of a valid Medicare Provider Number prior to the commencement of employment;
		6. you will ensure the details the Employer has on file for you are kept current for 6 months after completing your employment;
		7. {delete if not applicable} if required, during the term of employment you will obtain appropriate credentialing for work in external facilities such as rural hospitals;
		8. you will immediately notify the Employer of any complaint made by patients in respect of your performance whether verbal or in writing;
		9. you will abide by all practice policies and procedures;
		10. you will hold professional indemnity insurance in respect of the work contemplated by this agreement for the entire term of your employment; and
			1. you will notify the Employer immediately should your professional indemnity insurance be withdrawn or altered;
			2. you will provide the Employer with proof of adequate indemnity insurance prior to commencing employment;
			3. you authorise the practice to make inquiries of your medical insurer to verify membership or level of insurance, as the case may be; and
			4. you will provide details of your medical indemnity provider prior to commencing your employment;
		11. you will discuss any concern regarding your personal safety, particularly with respect to working alone or after hours, with your Employer;
		12. you consent to the release of relevant medical data in relation to the Practice Incentive Program and Service Incentive Program if requested by the Employer;
		13. you shall be responsible for the accuracy of all billings assigned to your Provider Number;
		14. you will assign payment received under your Provider Number for all gross billings/receipts at the practice to the practice where you are employed. In the case of payments being inadvertently made directly to you, you will pass these payments on to the practice.

# POSITION AND TITLE

* 1. You are employed on a **Choose an item** basis in the position described at [**Item 3**](#_Item_3_-) of the Schedule;
	2. You may be required to perform other tasks from time to time, as reasonably requested by the Employer

# PRINCIPAL DUTIES

* 1. You may be provided with an outline of your duties before or on commencement of your employment. The outline is not intended to be an exhaustive list of the duties you may be required to perform, rather an indication of the kinds of duties that fall within the scope of the position;
	2. You also have general duties to:
		1. comply with reasonable directions given to you by the Employer;
		2. at all times act faithfully, honestly and diligently;
		3. ensure you are performing solely work-related activities in work time;
		4. exhibit a professional and courteous attitude when dealing with the Employer, patients, Employees and other health professionals, suppliers and other members of the public; and
		5. in line with your training requirements, act in the Employer’s best interests at all times.

# EMPLOYER POLICIES AND PROCEDURES

* 1. You agree that:
		1. you will comply with all the Employer’s policies and procedures, as amended from time to time at the sole discretion of the Employer;
		2. the specific detail of the Employer’s policies do not form a term of your Contract; and
		3. failure to comply with the Employer’s policies may result in disciplinary action, up to and including dismissal.

# PLACE OF EMPLOYMENT

* 1. The Employer’s current primary business location is described as Location A in [**Item 5**](#_Item_5_-) of the Schedule;
	2. {delete if not applicable} Your alternate business location is described as Location B in [**Item 5**](#_Item_5_-) of the Schedule;
	3. You will be required to work at the location(s) described in [**Item 5**](#_Item_5_-) of the Schedule, unless otherwise reasonably requested by the Employer;
	4. You may also be required to travel to external facilities as reasonably necessary for the performance of your duties.

# HOURS OF WORK

* 1. The business’ normal span of hours of operation are outlined at [**Item 6**](#_Item_6_–) of the Schedule;
	2. **Ordinary Hours**
		1. Your ordinary hours of work are outlined at [**Item 7**](#_Item_7_-) of the Schedule and incorporate:
			1. patient contact hours,
			2. in-practice teaching hours,
			3. educational release,
			4. administration time;
		2. A further definition of ordinary hours can be found in cl 10 of the NTCER. These hours of work may be subject to variation as agreed and documented in writing between you and the Employer from time to time;
	3. **After Hours, On-Call and Additional Hours**
		1. The expectations for your after-hours work (if any) is provided in [**Item 8.1**](#_8.1_After_Hours) of the Schedule;
		2. The expectations for your on-call working hours (if any) are set out in [**Item 8.2**](#_8.2_On-Call_Work) of the Schedule;
		3. You may agree to work additional hours by negotiation with the Employer. These hours are not a part of this agreement and are negotiated as the need arises. Further details about additional ordinary hours can be found in the NTCER.
	4. **Workload**
		1. The Employer will endeavour to provide **a maximum of four patients per hour, on average**;
		2. In times of special circumstance such as emergencies, staff illness, and outbreaks of illness, this workload will vary;
		3. The Employer will arrange equitable distribution of work in the practice so that you may obtain exposure to the full breadth of general practice as per the relevant College Standards.
	5. **Fatigue Management**
		1. The parties agree that fatigue management is an important issue and is the responsibility of both parties. Occupational health and safety policies should be discussed and any specific items included or referred to listed in [**Item 7.3**](#_7.3_Fatigue_management) of the Schedule.
	6. **Health and Safety**
		1. The Employer, in respect of your employment, will ensure it has insurance to cover workers compensation;
		2. The Employer will undertake a reasonable risk assessment of your ability to manage high risk situations in accordance with the relevant College Standards;
		3. The parties agree that your personal safety, especially when working alone, on home or RACF visits, or after hours, is an important issue. Appropriate arrangements including reliable telecommunications contact and reasonable rostering will be implemented.

# SUPERVISION AND TEACHING TIME

* 1. The Employer shall provide supervision in accordance with the College guidelines;
	2. Appropriate, mutually agreed supervision will be available for after hours and on-call work;
	3. Agreed supervision arrangements and teaching time is to be provided by the supervisor(s) in accordance with the relevant College training standards and set out in [**Item 9**](#_Item_9_-) of the Schedule.

# TIME RECORDING

* 1. If requested by the Employer, you will need to complete regular time recordings;
	2. You are responsible for the completion of your own time record should this be requested. Completing time records on behalf of another Employee, or permitting another Employee to do so on your behalf, may result in disciplinary action up to and including dismissal.

# REMUNERATION

* 1. Remuneration shall be in accordance with or greater than the NTCER and/or any applicable Award or Enterprise Agreement;
	2. {delete entire numbered item if not applicable} Where the Employer has agreed to calculate your above-base earnings on receipts rather than billings,
		1. the Employer agrees to supply you with details of any outstanding receipts:
			1. upon termination
			2. at 3 months post-termination, and
			3. at 6 months post-termination; and
		2. the Employer will forward the percentage of any received receipts:
			1. upon termination
			2. at 3 months post-termination, and
			3. at 6 months post-termination;
		3. noting that you are responsible for ensuring that the Employer has your current contact details throughout this time per clause 2.5(f) above.
	3. [**Item 11**](#_Item_11_-) of the Schedule sets out the details that contribute to your **pay calculation**.
		1. For clarity, the payment of your ordinary hours will calculated as the higher of
			1. (the base weekly rate at [Item 11.1](#_11.1_Pay_for)(C) multiplied by the number of weeks in the calculation cycle at [Item 11.4](#_11.4_Calculation_of)(C)), or
			2. the calculation of (([Item 11.4](#_11.4_Calculation_of)(A) multiplied by [Item 11.4](#_11.4_Calculation_of)(B)) multiplied by [Item 11.4](#_11.4_Calculation_of)(C)) for that same calculation cycle.
	4. **SIPs (Service Incentive Payments) and PIPs (Practice Incentive Payments)**
		1. SIPs are to be paid to the Employer quarterly and added to your gross billings or receipts;
		2. You are not automatically entitled to receive any portion of PIPs, with the exception of the anaesthetic and obstetric PIPs;
		3. The distribution of PIPs is set out in [**Item 11.5**](#_11.5_Payment_of) of the Schedule.
	5. **Allowances**
		1. Upon submission of a reimbursement claim that can be substantiated through a travel diary maintained in respect of work travel, travel expenses incurred by you in the use of your motor vehicle for work purposes during ordinary hours and on-call work will be reimbursed at the standard Australian Taxation Office rates;
		2. The Employer is under no obligation to meet your relocation expenses, unless otherwise agreed and set out in [**Item 11.6.1**](#_11.6.1_Relocation_Expenses) of the Schedule;
		3. The Employer is under no obligation to meet your accommodation expenses, unless otherwise agreed and set out in [**Item 11.6.2**](#_11.6.2_Accommodation_Support) of the Schedule;
		4. Details of additional allowances and expenses (if applicable) are set out in [**Item 11.6.3**](#_11.6.3_Other_allowances)of the Schedule.
	6. **Superannuation** contributions will be made by the Employer on your behalf in accordance with legislation.

# ANNUAL LEAVE

* 1. You shall be paid no less than two weeks annual leave per 6 months full-time period (pro rata for part-time employment) in accordance with the NTCER and the NES;
	2. Unused leave shall be paid on termination of employment;
	3. Leave loading is not provided;
	4. It is up to you and the Employer to agree on when and for how long paid annual leave may be taken. However, the Employer must not unreasonably refuse your request to take paid annual leave;
	5. Due to the nature of general practice training, you may wish to access annual leave that has not yet been accrued. Your Employer may need to review such requests in light of the needs of the business and negotiate with you for a mutually beneficial outcome;
	6. In the event that you have taken unaccrued annual leave and subsequently terminate your employment, the Employer is entitled to withhold an amount equivalent to those hours taken;
	7. Annual leave is paid at your base rate of pay or as agreed to prior to your commencement with the employer. If your annual leave is to be paid at a rate higher than your base rate of pay, this will be outlined in [**Item 11.7**](#_11.7_Annual_Leave) of the Schedule.

# PERSONAL/CARER'S LEAVE

* 1. Personal/carer’s leave is leave taken due to personal illness or injury, or in order to provide care or support for a member of your immediate family or household who requires care or support due to personal illness or injury, or due to an unexpected emergency (carer’s leave);
	2. You are entitled to personal/carer’s leave in accordance with the NTCER and the NES;
	3. You are entitled to an advance of 38 hours paid personal/carer's leave for each 6-month period of employment upon commencement of the term, pro rata;
	4. In the event that you have used unaccrued personal/carer’s leave and terminate your employment, the Employer is entitled to withhold an amount equivalent to those unaccrued hours taken.

# STUDY LEAVE

* 1. You have **no automatic entitlement to study leave**.
		1. If you require study leave, this must be discussed and agreed with the Employer and documented in [**Item 10**](#_Item_10_-) of the Schedule, including the availability of unpaid study leave by negotiation;
		2. You should be aware that such leave may have implications on your training time and progress through the program.

# OTHER LEAVE

* 1. All other leave, including compassionate leave, parental leave, domestic and family violence leave, and community service leave, will be provided to you in accordance with the Employer’s policy and/or the Act, whichever is more generous.

# PUBLIC HOLIDAYS

* 1. You are entitled to be absent from work on a day or part day that is a public holiday in accordance with the Act, unless reasonably required to work by the Employer;
	2. When you are required to work on a public holiday:
		1. where the Employer's practice is open for normal consultations, you will receive your normal pay and equivalent time off in lieu, or 150% of your ordinary hourly rate of pay or agreed percentage of billings/receipts, whichever is greater (and no time off in lieu);
		2. in an on-call capacity for a practice which is closed for normal consultations, you will receive your ordinary hourly rate for the rostered hours you would usually work that day. In this instance you are not entitled to a paid day off in lieu.

# VEHICLE ALLOWANCE

* 1. You may be required to use your private motor vehicle for work purposes;
	2. You will be responsible for any fines or penalties imposed as a result of the use of the vehicle, or that of any other person permitted to drive the vehicle with your authority.

# COMPANY PROPERTY

* 1. You may be provided with company property (including a laptop, company keys and access cards) in order to complete your duties as directed by the Employer;
	2. This property may only be used for business purposes. Reasonable personal use is only permitted where specifically authorised by the Employer;
	3. You agree to take proper care of all company property entrusted to you and to return all company property at the end of the employment period. This includes, but is not limited to, any car, equipment, papers, keys, reports, computers, information, programs, records and documents, intellectual property and other information, in whatever form, relating in any way to the Employer or its patients.

# CONFIDENTIAL INFORMATION

* 1. You agree at all times during and after your employment with the Employer:
		1. to refrain from directly or indirectly disclosing to a third party Confidential Information except in the proper course of carrying out your duties;
		2. not to use the Confidential Information for any purpose other than for the benefit of the Employer;
		3. to keep confidential all of the Employer’s Confidential Information;
		4. to comply with the terms of this Contract unless otherwise required by applicable laws or regulations.

# NON-DISPARAGEMENT

* 1. Outside the scope of providing feedback to your College on any negative experiences, you must not at any time, either during your employment or after termination, disparage or otherwise make any statement, or permit or authorise any statement to be made, which is calculated or reasonably likely to damage the reputation or cause other damage to the Employer or any Associated Entity, or any of their respective Employees or officers.

# NON-SOLICITATION

* 1. During the term of your employment, and for a period of twelve months immediately thereafter, you agree not to:
		1. canvass, solicit, persuade, or directly or indirectly induce:
			1. any patient to cease being a patient of the training practice; or
			2. any staff member to terminate employment with or engagement by the training practice; nor
		2. 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.

# DISPUTE RESOLUTION

* 1. Where a dispute arises over the terms and conditions of employment, the dispute resolution process adopted by your College and recommended in the NTCER will be used to endeavour to resolve the dispute;
	2. During the dispute resolution process, both parties shall endeavour to continue to work together in an appropriate and professional manner.

# TERMINATION OF EMPLOYMENT

* 1. Employment should not be terminated before the completion of the term by you or the Employer, other than in exceptional circumstances (e.g. serious misconduct) and only where there has been an appropriate level of engagement between you, the Employer, practice, supervisor, GPSA, GPRA and the College;
	2. Termination of employment prior to the expiration of the term should only be affected according to applicable laws;
	3. In all other circumstances appropriate notice of termination should be given and the period of notice should be determined by mutual consent (in any event not less than 1 week);
	4. Any accrued entitlements, including annual leave, will be paid to you at termination, unless otherwise required by law. Superannuation contributions will be made to the relevant fund where applicable and in line with the practice's established processes regarding payments to superannuation funds;
	5. On termination of employment for any reason, you must also irretrievably delete any Confidential Information stored on any computer, magnetic or optical disk or memory, and all matter derived from those sources in your possession, custody, care or control outside the Employer’s premises;
	6. You will repay to the Employer the balance of any loans or advances made by the Employer against your pay or leave entitlements, or any money otherwise owed to the Employer by you. The Employer reserves the right to deduct any monies owing to the Employer from your final pay.

# ASSIGNMENT

* 1. You may not assign or transfer the rights and benefits under this Contract;
	2. The Employer may assign its rights and obligations under the Contract to any person, business, company, or entity.

# GOVERNING LAW

* 1. The Contract shall be governed by the jurisdiction of the courts in the State or Territory as described at [**Item 13**](#_Item_13_-) of the Schedule.

# VARIATION OF TERMS

* 1. The terms of the Contract may be varied from time to time by mutual agreement in writing between you and the Employer.

# SEVERABILITY

* 1. If any of the terms and conditions of the Contract are void or become voidable by reason of any statute or rule of law then that term or condition shall be severed from the Contract without affecting the enforceability of the remaining terms and conditions.

# ENTIRE AGREEMENT

* 1. The contents of the Contract constitute the entire agreement between you and the Employer. Any previous agreements, understandings, and negotiations on this subject matter cease to have effect.

# FAIR WORK INFORMATION STATEMENT

* 1. By signing the Contract, you acknowledge that the Employer has provided you with a copy of the Fair Work Information Statement.

# EXECUTION CLAUSE

|  |  |
| --- | --- |
| SIGNED BY **THE EMPLOYER**  |  |
| Name of Authorised Officer | *Signature*Name |
| Title of Authorised Officer | Title / Role |
| Witnessed by: | Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | *Signature* |
| SIGNED BY **YOU**  |  |
| Name of Employee | *Signature*Name |
| Witnessed by: | Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | *Signature* |
| Dated: | Date |

# SCHEDULE

## Item 1 - Employer Details

Name of Employing Entity

Trading as: Trading Name

ABN: ABN

Postal Address

Contact Email

Phone Number

## Item 2 - Your Details

Name

Postal Address

Email

Mobile Number

## Item 3 - Position and Training Term

Position: Choose an item

Training Term: Choose an item

## Item 4 - Commencement Date

Date Placement Commences: Click or tap to enter a date

## Item 5 - Location

Location A: Name and Street Address of Main Training Practice

{delete if not applicable}Location B: Name and Street Address of Second Training Location

## Item 6 – Normal Hours of Business Operation

{delete any days not applicable}

Mondays: **Open** to **Close**

Tuesdays: **Open** to **Close**

Wednesdays: **Open** to **Close**

Thursdays: **Open** to **Close**

Fridays: **Open** to **Close**

Saturdays: **Open** to **Close**

Sundays: **Open** to **Close**

## Item 7 - Your Ordinary Hours of Work

1. Rostered Days and Hours: “Ordinary Roster”

{delete any days not applicable}

Mondays: **Start** to **Finish**

Tuesdays: **Start** to **Finish**

Wednesdays: **Start** to **Finish**

Thursdays: **Start** to **Finish**

Fridays: **Start** to **Finish**

Saturdays: **Start** to **Finish**

Sundays: **Start** to **Finish**

1. Weekly Allowance for Administration Time
2. 30 minutes per half-day session

Multiplied by

1. Number sessions per week =
2. **Calculated Admin Allowance** **hours per week**

### 7.3 Fatigue Management

|  |
| --- |
| State or link to practice policy on fatigue management |

## Item 8 - After Hours and On-Call Hours

### 8.1 After Hours Work

Details:

|  |
| --- |
| Enter “N/A” if not applicable |

### 8.2 On-Call Work

Details:

|  |
| --- |
| Enter “N/A” if not applicable |

## Item 9 - Supervision and Teaching

(NB: subject to change)

**Primary Supervisor Details**

|  |
| --- |
| NamePhoneEmailSupervision Details |

**Secondary Supervisor Details**

|  |
| --- |
| NamePhoneEmailSupervision Details |

## Item 10 - Study Leave

Details as Agreed:

|  |
| --- |
| Enter “N/A” if not applicable |

## Item 11 - Remuneration

### 11.1 Pay for Ordinary Hours

Unless agreed otherwise and noted below, your base weekly salary shall be calculated as:

1. **Base Hourly Rate: $Ensure this is no less than ((base hourly rate for relevant training level in NTCER Schedule A – Remuneration updated by indexation 1 July 2023)\*103%)**

Multiplied by

1. **Ordinary Roster hours**

(excluding unpaid meal breaks in total) =

1. **$Base Salary** **per week**.

### 11.2 Superannuation

Superannuation is payable on both your base salary and your calculated percentage of **Billings or Receipts**.

Superannuation guarantee contributions will be paid into your nominated superannuation fund at least every three months, at the current legislated rate.

### 11.3 Frequency of Pay

Your base salary will be paid **Frequency**.

### 11.4 Calculation of Percentage

1. Percentage: **Enter Agreed Percentage – must not be less than 44.79% as stated in the NTCER%** of
2. Calculation Basis: **Percentage of…** x
3. Frequency of Calculation: **Once every** **How often?**.

#### 11.4.1 Overtime

Calculated on weekly hours (excluding on-call work) in excess of ordinary hours, and will be Choose method.

#### 11.4.2 After-Hours Work

Paid as per ordinary hours (NTCER cl 10.10)

#### 11.4.3 For On-Call Work

{delete whichever option is not applicable}

* Paid as per ordinary hours (NTCER cl 10.11)
* Paid in line with the on-call payment received by other doctors at the practice: Insert Details.

#### 11.4.4 Transparency of Earnings Calculation

Upon request, the Employer will provide you with access to and explanation of your patient billing information.

### 11.5 Payment of PIPs

Details:

|  |
| --- |
| Enter “N/A” if not applicable  |

### 11.6 Allowances and Subsidies

#### 11.6.1 Relocation Expenses

Details:

|  |
| --- |
| Enter “N/A” if not applicable  |

#### 11.6.2 Accommodation Support

Details:

|  |
| --- |
| Enter “N/A” if not applicable  |

#### 11.6.3 Other Allowances and Expenses

Details:

|  |
| --- |
| Enter “N/A” if not applicable  |

### 11.7 Annual Leave Calculation

{delete whichever option is not applicable}

* Paid pro-rata against an annual entitlement of 4 weeks at base rate (NTCER cl 6.2)
* Paid using agreed calculation: Insert Details.

## Item 12 - Additional Special Conditions

Details:

|  |
| --- |
| Enter “N/A” if not applicable |

## Item 13 - Governing Law

Choose a State / Territory