Employment Contract Template: Part-time 2025.2

*How to use this template as the employer*

|  | This template has been created with form fields highlighted in yellow for you to overtype.  In the Contract and Schedule, you may **{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 highlighted text containing prompts regardless of what else you do… and this cover page!  You will 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”.**  If you have any questions, please don’t hesitate to email [operations@gpsa.org.au](mailto:operations@gpsa.org.au) or [enquiries@gpra.org.au](mailto:enquiries@gpra.org.au) – we are here to help! |  |
| --- | --- | --- |

A black and grey logo

Description automatically generated

Date

Name

Address

Email address

Dear xx

Letter of Offer

We are pleased to offer you employment as a GP/RG registrar Term with Practice Name for **Semester 2 in 2025**.

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**”), which is expressly incorporated into this Contract;
3. the **Fair Work Act** and in particular the National Employment Standards (“**NES**”), where applicable; and
4. any other relevant legislation.

Please refer to the attached copies of:

1. the NTCER Agreement attached as Annexure ‘A’;
2. the Fair Work Information Statement attached as Annexure ‘B’;
3. the Fixed Term Contract Information Statement attached as Annexure ‘C’;
4. the Position Description attached as Annexe ‘D’.

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 Email or 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: PART-TIME

between Employer / Practice and Registrar’s Full Name

**Contents**

[Background 3](#_heading=h.ap9b0rppcjb6)

[1. Commencement and Warranties 3](#_heading=h.qlkm55newdph)

[2. Dates 5](#_heading=h.q32g7vdqf825)

[3. Duties 5](#_heading=h.x2cnfzf9wd6i)

[4. Location 5](#_heading=h.kgjgpd3am37l)

[5. Hours of Work 5](#_heading=h.sqrcqeviutkh)

[5.1 Ordinary hours of work 5](#_heading=h.tc4i899gxpsh)

[5.2 After-hours and on-call hours 6](#_heading=h.6x7r0s79e7v)

[5.3 Workload 6](#_heading=h.eqs4sidqrbzq)

[5.4 Fatigue Management 6](#_heading=h.nyqzmnlob7xy)

[5.5 Health and Safety 6](#_heading=h.6ea4g4pq1isy)

[6. Position and Title 6](#_heading=h.kdpgdxk8n6vc)

[7. Employer Policies and Procedures 6](#_heading=h.3m7o1fo4luft)

[8. Supervision and Teaching Time 7](#_heading=h.xp9lkiuto3fo)

[9. Time Recording 7](#_heading=h.pip3ktwllhhu)

[10. Remuneration 7](#_heading=h.50xott1ov9uk)

[10.1 Allowances 7](#_heading=h.h5pyfluutwvf)

[10.2 Educational Release 8](#_heading=h.35p9x07rkk7x)

[10.3 Superannuation 8](#_heading=h.y1twy7tkugdy)

[11. 12. Leave 8](#_heading=h.sbbgdpq2gvrs)

[11.1 Annual Leave 8](#_heading=h.k30knlgj1stn)

[11.2 Personal/Carer's Leave 9](#_heading=h.cxyyi1f3s93j)

[11.3 Compassionate Leave 9](#_heading=h.hzwe0rn8qva7)

[11.4 Parental Leave 9](#_heading=h.u2hgjmyi7evf)

[11.5 Study Leave 10](#_heading=h.gnibhcnbon2n)

[11.6 Other Leave 10](#_heading=h.xe03fddyiox8)

[12. Public Holidays 10](#_heading=h.osp88n770bx)

[13. Use of Personal Vehicle 10](#_heading=h.seegwq60g235)

[14. Company Property 10](#_heading=h.5zpsy09kh94k)

[15. Confidential Information 10](#_heading=h.ttrx6xwrsok8)

[16. Non-Disparagement 11](#_heading=h.qaa7olhlq2eh)

[17. Non-Solicitation 11](#_heading=h.madbgv3kx1gx)

[18. Dispute Resolution 11](#_heading=h.8pw5bbnt7fl6)

[19. Termination of Employment 11](#_heading=h.7gxm8yxvexqm)

[20. Assignment 12](#_heading=h.kc5ehy5s3fy0)

[21. Governing Law 12](#_heading=h.rvdxlj9b3tsv)

[22. Variation of Terms 12](#_heading=h.bkdr1le4ejoo)

[23. Severability 12](#_heading=h.zdil2cbwuv3r)

[24. Entire Agreement 12](#_heading=h.hy2nrxmawkcn)

[25. Fair Work and Fixed Contract Information Statements 12](#_heading=h.ccz336sncgaj)

[26. Change to National Terms and Conditions and Awards 12](#_heading=h.m47xnjnqvgcf)

[27. General 12](#_heading=h.p48f31k5kox0)

[Execution Clause 13](#_heading=h.z1mjcg1bg4bs)

[Schedule 14](#_heading=h.v0mpy1pnrtw8)

[Item 1 - Employer Details 14](#_heading=h.gqllez9ob8cf)

[Item 2 - Your Details 14](#_heading=h.kr0fdqdayrdg)

[Item 3 - Position and Training Term 14](#_heading=h.jbql7n9r899g)

[Item 4 - Commencement Date 14](#_heading=h.4gbh1n2crudm)

[Item 5 - Location 14](#_heading=h.pgq8wjx74ip3)

[Item 6 – Normal Hours of Business Operation 14](#_heading=h.wpztkls1s0um)

[Item 7 - Your Ordinary Hours of Work 14](#_heading=h.uomluwy9y7nz)

[7.1 Fractional Appointment: Percentage of FTE hours 14](#_heading=h.3m7b2uc2mq7o)

[7.2 Rostered Days and Hours: “Ordinary Roster” 14](#_heading=h.1ol1hws2conq)

[7.2 Weekly Allowance for Administration Time 15](#_heading=h.1xnj1o8rdyg8)

[7.3](#_heading=h.kwnda3pfaxkb) 15

[Item 8 - After Hours and On-Call Hours 15](#_heading=h.ecfstjbvhpq1)

[8.1](#_heading=h.4i3a00n2m948) 15

[8.2](#_heading=h.ohokkxafzw60) 15

[Item 9 - Supervision and Teaching 15](#_heading=h.bam4gq3nhf1i)

[Item 10](#_heading=h.90d46jg48ade) 16

[Item 11 - Remuneration 15](#_heading=h.n100751bhyn4)

[11.1](#_heading=h.hn094pc6dpwx) 16

[11.2](#_heading=h.jmxxunc5p39i) 16

[11.3](#_heading=h.p6ar808tymh3) 16

[11.4](#_heading=h.nou9hdwt2jl5) 16

[11.5](#_heading=h.55zx7okuz78f) 16

[11.6](#_heading=h.k93pq5fxghn2) 16

[11.7](#_heading=h.gl4jdp8jhe62) 17

[Item 12 - Additional Special Conditions 17](#_heading=h.64ntxmh5f1ud)

[Item 13 - Governing Law 17](#_heading=h.c1u59bup24rd)

[Annexe A – NTCER Agreement 18](#_heading=h.lnh51asta95z)

[Annexe B – Fair Work Information Statement 19](#_heading=h.um4vcjajeoca)

[Annexe C – Fixed Term Contract Information Statement 20](#_heading=h.xdu7dz6dqktx)

[Annexe D – Position Description 21](#_heading=h.u57n98tvr2n)

# Background

1. The Employer has agreed to employ You to perform the role described in Annexe ‘D’, and You have agreed to work for and be trained within the clinical learning environment(s) provided by the Employer.
2. You are engaged by the Employer subject to the provisions of the agreement relating to your training made between the Employer and your training provider.
3. 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 and your training pathway.
4. The Employer acknowledges its obligation to apply the applicable employment protections to You and to abide by the provisions contained in any relevant legislation.

# 1. Commencement and Warranties

1. The Employer will:
   * 1. provide a workplace free from discrimination, sexual harassment and bullying;
     2. provide supervision and in-practice teaching in accordance with your training program requirements;
     3. provide educational release to enable You to attend mandatory out-of-practice education in accordance with the requirements of your training provider and
     4. maintain records for the time periods required under State and Territory law and, upon request, make those records available to You post-termination;
     5. 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;
     6. 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;
     7. ensure all outstanding monies to which You are entitled are forwarded with corresponding documentation post-termination.
2. You agree that:
3. You hold the qualifications and have the skills as represented by You to the Employer;
4. You have disclosed to the Employer any restraint or restriction which may affect your performance of work;
5. You are legally entitled to work in Australia, and agree to produce the appropriate documentation where requested by the Employer;
6. 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;
7. You will make all reasonable efforts to obtain and produce evidence of a valid Medicare Provider Number prior to the commencement of employment;
8. You will ensure the details the Employer has on file for You are kept current for 6 months after completing your employment;
9. {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;
10. You will immediately notify the Employer of any complaint made by patients in respect of your performance whether verbal or in writing;
11. You will abide by all practice policies and procedures;
12. You will hold professional indemnity insurance in respect of the work contemplated by this agreement for the entire term of your employment; and
13. You will notify the Employer immediately should your professional indemnity insurance be withdrawn or altered;
14. You will provide the Employer with proof of adequate indemnity insurance prior to commencing employment;
15. You authorise the practice to make inquiries of your medical insurer to verify membership or level of insurance, as the case may be; and
16. You will provide details of your medical indemnity provider prior to commencing your employment;
17. You will immediately report any concern regarding your personal safety, particularly with respect to working alone or after hours, to your Employer;
18. You consent to the release of relevant Medicare Australia data for the Employer to access information regarding any agreed proportion of incentive payments to which You may be entitled under the Service Incentive Payment scheme;
19. You shall be responsible for the accuracy of all billings assigned to your Medicare Provider Number;
20. You will assign payment received at the practice for all gross billings/receipts under your Medicare Provider Number 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.

# 2. Dates

Your employment is for a fixed term of “x” Numbermonths that will commence and conclude according to the dates set out in Item 4 of the Schedule.

# 3. Duties

1. Your role is to perform the duties of a GP or RG registrar GPT Term as set out in the Position Description attached as Annexe ‘D’.
2. In addition to the Position Description attached as Annexe ‘D’, 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.
3. 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.

# 4. Location

Your place of employment will be at the location(s) set out in **Item 5** of the Schedule. You may also be required to travel to external facilities as reasonably necessary for the performance of your duties.

# 5. Hours of Work

1. Part-time employment is any number of hours less than 38 hours per week averaged over a 4-week cycle.
2. As a part-time employee, your rates of pay and leave are determined by multiplying your fractional appointment as outlined in **Item 7.1** of the Schedule by the standard full-time (38-hour) week.
3. Your part-time hours as set out below shall be in accordance with the NTCER (version 2025-02) at clauses 10.2, 10.9, 10.10 and 10.11.

## 5.1 Ordinary hours of work

1. Your ordinary working hours are as set out in **Item 7** of the Schedule and incorporate:
   1. patient contact hours;
   2. in-practice teaching hours;
   3. educational release; and
   4. administration time.
2. A further definition of ordinary hours for part-time registrars can be found in clauses 10.8 and 10.9 of the NTCER.
3. These hours of work may be subject to variation as agreed and documented in writing between You and the Employer from time to time.

## 5.2 After-hours and on-call hours

1. After-hours and on-call working hours are as set out in **Item 8** of the Schedule.
   1. The expectations for your after-hours work (if any) are provided in **Item 8.1** of the Schedule;
   2. A further definition of after-hours work can be found in clause 10.10 of the NTCER.
   3. The expectations for your on-call working hours (if any) are set out in **Item 8.2** of the Schedule;
   4. A further definition of on-call work can be found in clause 10.11 of the NTCER.
2. 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 clause 10.9 of the NTCER.

## 5.3 Workload

1. The Employer will endeavour to provide a maximum of four patients per hour, on average.
2. In special circumstances, such as emergencies, vaccination clinics, staff illness, and outbreaks of illness, the workload will vary from that referred to in 5.3(A) above.
3. The Employer will arrange equitable distribution of work with other employed GPs in the practice so that You may obtain exposure to the full breadth of general practice as per the relevant College Standards.

## 5.4 Fatigue Management

You and the Employer 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** of the Schedule.

1. It is your responsibility to inform the Employer of any shifts at another place of work that may impact on your ability to have a clear period of rest of no less than ten (10) hours.
2. The Employer is responsible for ensuring You have a clear period of rest of no less than ten (10) hours between shifts.
3. You are responsible for ensuring You 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.

## 5.5 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. You and the Employer 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.

# 6. Position and Title

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

# 7. 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.

# 8. Supervision and Teaching Time

1. The Employer shall provide supervision in accordance with the training provider 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** of the Schedule.

# 9. 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.
3. 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.

# 10. Remuneration

Remuneration shall be in accordance with or greater than Schedule A – Remuneration (AGPT) of the NTCER and/or any applicable Award or Enterprise Agreement.

1. As a part-time employee, your pay shall be calculated on a pro-rata basis.
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. within 10 days of reconciling these receipted monies,
      2. noting that You are responsible for ensuring that the Employer has your current contact and banking details throughout this time.
3. **Item 11** of the Schedule sets out the details that contribute to your pay calculation.
4. The distribution of PIPs is set out in **Item 11.5** of the Schedule.

## 10.1 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** 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** of the Schedule.
4. Details of additional allowances and expenses (if applicable) are set out in **Item 11.6.3** of the Schedule.

## 10.2 Educational Release

1. As a trainee on the AGPT program, You are required to attend all mandatory AGPT educational sessions that count toward your training requirements.
2. Educational release forms part of your remuneration, enabling you to attend these out-of-practice educational sessions during your contracted hours per clause 9.2 of the NTCER.
3. As a part-time employee, You should note that, while encouraged to complete the full-time educational load by your training provider, the Employer is under no obligation to pay You to attend, or accommodate your attendance of, more hours of out-of-practice education than the full-time equivalent (FTE) fraction agreed to in **Item 7.1** of the Schedule.
4. If You are splitting your training across two training sites,
   1. You must advise the Employer before commencement of this Contract or as soon as practicable; and
   2. You must use your 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.

## 10.3 Superannuation

Superannuation contributions will be made by the Employer on your behalf in accordance with legislation.

1. Superannuation guarantee contributions will be paid into your nominated superannuation fund at least every three months, at the current legislated rate.
2. Superannuation is payable on all ordinary time earnings. For clarity, superannuation will be calculated on your base rate of pay, or percentage of {delete whichever is not applicable} billings or receipts, whichever is higher.

# 11. Leave

1. In accordance with clause 6 of the NTCER, You are responsible for informing yourself about any implications on your training time and progress through the training program prior to requesting any form of paid or unpaid leave.
2. You are also responsible for investigating the impact of any period of leave on the ongoing validity of your Medicare Provider Number.
3. Approving all forms of scheduled leave, whether paid or unpaid, is at the discretion of the Employer, who will not unreasonably refuse your requests.

## 11.1 Annual Leave

1. You shall be paid no less than two weeks annual leave per 6 months fixed term, in accordance with clause 6.1 of the NTCER and the NES, based on the fractional appointment outlined in **Item 7.1** of the Schedule.
2. Annual leave accrues at a rate of 7.69% of your ordinary hours, including additional ordinary hours as defined in clause 10.9 of the NTCER.
3. Unused leave shall be paid on termination of employment or, if the Employer engages You pursuant to a further consecutive contract, You will be offered the option of rolling over unused annual leave.
4. Leave loading is not provided.
5. It is up to You and the Employer to agree on when and for how long paid annual leave may be taken.
6. 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.
7. In the event that You have taken unaccrued annual leave and subsequently terminate your employment, the Employer is entitled to deduct the amount corresponding with the difference between unaccrued and accrued annual leave from any money due to You in your final pay.
8. 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** of the Schedule.

## 11.2 Personal/Carer's Leave

1. You are entitled to personal/carer’s leave in accordance with clause 6.4 of the NTCER and the NES.
2. Personal/carer’s leave accrues at a rate of 3.85% of your ordinary hours, including additional ordinary hours as defined in clause 10.9 of the NTCER.
3. You are entitled to an advance of 1 week’s paid personal/carer's leave for each 6-month period of employment upon commencement of the term, based on the fractional appointment outlined in **Item 7.1** of the Schedule.
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.

## 11.3 Compassionate Leave

1. You are entitled to two days of compassionate leave for each permissible occasion, paid at your base rate, in accordance with clause 6.7 of the NTCER and the NES.
2. Compassionate leave may be taken to spend time with a member of your immediate family or household who has sustained a life-threatening illness or injury.
3. Compassionate leave may be taken after the death of a member of your immediate family or household.
4. Compassionate leave may be taken if a baby in your immediate family or household is stillborn, or if you or your spouse or de facto partner has a miscarriage.
5. The Employer may reasonably request evidence about the reason for compassionate leave; if You fail to provide the requested notice or evidence, the Employer has the right to treat the period of compassionate leave as unpaid leave.

## 11.4 Parental Leave

You are entitled to parental leave in accordance with the *Fair Work Act 2009* (Cth) and/or the Law of the jurisdiction referenced in **Item 13** of the Schedule. Further information about parental leave can be found in clause 6.8 of the NTCER.

## 11.5 Study Leave

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

## 11.6 Other Leave

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

# 12. 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 where the Employer's practice is open for normal consultations:
3. You will receive your normal pay and equivalent time off in lieu, which will be paid at your base hourly rate of pay; or
4. You will receive 150% of your ordinary hourly rate of pay or your agreed percentage of billings/receipts, whichever is greater (and no time off in lieu).
5. When You are required to work on a public holiday 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.

# 13. Use of Personal Vehicle

1. You may be required to use your private motor vehicle for work purposes. Please refer to 10.1(A) above for details of relevant allowances.
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.

# 14. 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.

# 15. 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.
2. At the conclusion of your employment, You must 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.

# 16. Non-Disparagement

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.

# 17. Non-Solicitation

1. During the term of your employment, and for a period of twelve months immediately thereafter, You agree not to 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.
2. During the term of your employment, and for a period of twelve months immediately thereafter, You agree not to employ any person who has been an employee of, or consultant to, the training practice during the 12 months prior to the conclusion of your employment.

# 18. Dispute Resolution

1. Where a dispute arises in relation to your employment, You and the Employer will follow the appropriate dispute resolution process at clause 18 or 19 of the NTCER to resolve the dispute.
2. During the dispute resolution process, You and the Employer and / or representative(s) shall endeavour to continue to work together in an appropriate and professional manner.

# 19. Termination of Employment

1. Your 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, or a change in your circumstances).
2. Termination of employment prior to the expiration of the term should only be affected according to applicable laws.
3. Where you give notice of the termination of your employment, the period of this notice should be agreed between you and the employer but should be no 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. 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 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. Subject to provisions in clauses 6.3 and 6.6 of the NTCER, the Employer reserves the right to deduct any monies owing to the Employer from your final pay.

# 20. 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.

# 21. Governing Law

The Contract shall be governed by the jurisdiction of the courts in the State or Territory as described at **Item 13** of the Schedule.

# 22. Variation of Terms

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

# 23. Severability

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.

# 24. Entire Agreement

This document records the entire agreement and understanding between You and the Employer. In entering into this employment contract, you are doing so on the basis of the terms and conditions in this document, and not based on any representation made by any person other than as set out in this document.

# 25. Fair Work and Fixed Contract Information Statements

By signing the Contract, You acknowledge that the Employer has provided You with a copy of the Fair Work Information Statement and Fixed Contract Information Statement.

# 26. Change to National Terms and Conditions and Awards

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

If your employment with the Employer is covered by *the Medical Practitioners Award 2010* or any other applicable Award or Enterprise Agreement affecting your employment, then to the extent to which such Award or Agreement provides more favourable terms to You than those set out in this Contract, those terms shall prevail.

# 27. General

If there is any inconsistency between the NES and a provision of this Contract or the NTCER, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. If there is any inconsistency between a provision of this Contract and the NTCER, the more beneficial provision will prevail.

# 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: position

Training Term: Training Term

## Item 4 - Commencement Date

Date Placement Commences: 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

7.1 Fractional Appointment: Percentage of FTE hours

### 7.2 Rostered Days and Hours: “Ordinary Roster”

{delete any days not applicable / copy for different working hours across alternating weeks}

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

### 7.2 Weekly Allowance for Administration Time

1. 30 minutes per ½ day session x Number sessions per week = 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)*

Nominated Supervisor Details

| Name  Phone  Email  Supervision Details |
| --- |

Details of Alternative Supervisor(s)

| Name  Phone  Email  Supervision 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: **$**insert rate equal to or above relevant base rate in NTCER Schedule A – Remuneration (AGPT) multiplied by
2. Ordinary Roster hours (excluding unpaid meal breaks in total) =
3. $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** Frequency.

#### 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 employed 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 6.1)

Paid using agreed calculation: Insert Details.

## Item 12 - Additional Special Conditions

Details:

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

## Item 13 - Governing Law

State / Territory

# Annexe A – NTCER Agreement

<https://gpsa.org.au/NTCER/>

# Annexe B – Fair Work Information Statement

[www.fairwork.gov.au/sites/default/files/migration/724/Fair-Work-Information-Statement.pdf](http://www.fairwork.gov.au/sites/default/files/migration/724/Fair-Work-Information-Statement.pdf)

# Annexe C – Fixed Term Contract Information Statement

<https://www.fairwork.gov.au/employment-conditions/information-statements/fixed-term-contract-information-statement>

# Annexe D – Position Description